

REGULAR MEETING
Tuesday, April 15, 2014
DUBLIN CIVIC CENTER, 100 Civic Plaza
DUBLIN CITY COUNCIL
A G E N D A

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REGULAR MEETING 7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. ORAL COMMUNICATIONS

3.1. Recognition of Achievement – Dublin High School Boys' Soccer Team

The City Council will recognize the Dublin High School Boys' Soccer team for their victory in the Northern California Section Division II Championship.

STAFF RECOMMENDATION:

Receive the presentation.

3.2. 2014 Bike Month and Bike to Work Day Proclamation

The City Council is being asked to proclaim National Bike Month and Bike to Work Day in May 2014. During National Bike Month, a series of regional events such as Bike to Work Day on May 8, are organized by Bike East Bay (formerly the East Bay Bicycle Coalition) and numerous other agencies, including the City of Dublin, to promote bicycling as an alternative mode of transportation.

STAFF RECOMMENDATION:

Receive the presentation and approve the proclamation declaring the month of May as "Bike Month" and May 8th as "Bike to Work Day" in the City of Dublin.

3.3. National Public Works Week 2014

Each year, the American Public Works Association (APWA) sponsors National Public Works Week to celebrate the tens of thousands of men and women who provide and maintain the infrastructure and serves collectively known as public works.

STAFF RECOMMENDATION:

Present the "National Public Works Week" proclamation to the Public Works Department.

3.4. Arbor Day Proclamation

The City Council will present a proclamation for Arbor Day, April 25, 2014.

STAFF RECOMMENDATION:

Present the proclamation.

3.5. Public Comments

At this time, the public is permitted to address the City Council on non-agendized items. Please step to the podium and clearly state your name for the record. **COMMENTS SHOULD NOT EXCEED THREE (3) MINUTES.** In accordance with State Law, no action or discussion may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked, or may request Staff to report back at a future meeting concerning the matter. Any member of the public may contact the City Clerk's Office related to the proper procedure to place an item on a future City Council agenda. The exceptions under which the City Council MAY discuss and/or take action on items not appearing on the agenda are contained in Government Code Section 54954.2(b)(1)(2)(3).

4. CONSENT CALENDAR

Consent Calendar items are typically non-controversial in nature and are considered for approval by the City Council with one single action. Members of the audience, Staff or the City Council who would like an item removed from the Consent Calendar for purposes of public input may request the Mayor to remove the item.

4.1. Minutes of the April 1, 2014 City Council Meeting

The City Council will consider approval of the minutes of the April 1, 2014, Regular City Council meeting.

STAFF RECOMMENDATION:

Approve the minutes of the April 1, 2014, Regular City Council meeting.

4.2. Development Agreement extension for the AMB/Prologis mixed-use office/residential project at 6700 Golden Gate Drive in Downtown Dublin

The Applicant is requesting an extension to the existing Development Agreement that has vested the Site Development Review and Tentative Map entitlements since their original approval in 2004. The Development Agreement will expire on June 3, 2014 unless extended before that time. The Developer has requested to extend the Development Agreement, and Staff recommends an additional eighteen (18) months. The City Council introduced the Ordinance at a public hearing on April 1, 2014.

STAFF RECOMMENDATION:

Waive the reading and **ADOPT** an **Ordinance** approving an amendment to the Development Agreement between the City of Dublin and Prologis, Inc. to allow for an eighteen (18) month time extension with conditions.

4.3. Approval of Street Functional Classification Changes to the California Road System

Staff is requesting City Council approval of updated functional classifications for City streets. The California Department of Transportation (Caltrans) maintains the California Road System (CRS) records, which identify functional classifications of all roadway segments within the State. These records are approved by the Federal Highway Administration (FHWA). Federal legislation continues to use functional classification in determining eligibility for funding under the Federal-aid program. This update is important for the City in maintaining its eligibility for certain grant funding for roadway projects.

STAFF RECOMMENDATION:

Adopt **Resolution** approving street functional classification changes to the California Road System records for the City of Dublin.

4.4. Authorization to Bid Fallon Sports Park - Preschool Relocation Contract #14-07

Staff is seeking City Council authorization to bid the Fallon Sports Park – Preschool Relocation, to relocate the trailers that house the City's Preschool at Emerald Glen Park to Fallon Sports Park. The work is being done in anticipation of the Emerald Glen Recreation and Aquatic Complex construction next fiscal year.

STAFF RECOMMENDATION:

Authorize the advertisement Contract #14-07, Fallon Sports Park – Preschool Relocation.

4.5. Acceptance of Work Passatempo Park - Contract 13-3

On April 16, 2013, the City Council awarded Contract Number 13-03 to Goodland Landscape, Inc., to construct Passatempo Park (Capital Improvement Project #950009). The work done by Goodland Landscape is now complete and ready for City Council acceptance.

STAFF RECOMMENDATION:

Adopt **Resolution** authorizing the City Manager to accept the improvements to Passatempo Park under Construction Contract Number 13-03, authorize Staff to accept a maintenance bond in the amount of \$163,241, release the performance bond, and authorize Staff to release the final retention within 35 days of filing the Notice of Completion provided there are no claims.

4.6. Authorization to Waive the Specific Plan Development Agreement Requirement on the Dublin Transit Center Property

In 2012, the City Council eliminated the requirement previously set forth in the Eastern Dublin Specific Plan ("EDSP") that all applicants for development in the specific plan area enter into mutually acceptable development agreements with the City. Despite this change to the EDSP, the Transit Center Master Development Agreement between the City and the Alameda County Surplus Property Authority ("Transit Center MDA") includes language requiring execution of specific plan development agreements. Staff recommends granting the City Manager authority to waive this contractual obligation in order to ensure consistency within the City.

STAFF RECOMMENDATION:

By motion approve the Staff recommendation and authorize the City Manager to Waive Section 6 of the Transit Center MDA.

4.7. Fiscal Year 2013-14 Budget Adjustments

The City Council will receive a budget change form authorizing various budget adjustments needed to bring the FY 2013-14 budget in line with actual activity.

STAFF RECOMMENDATION:

Adopt **Resolution** amending the City of Dublin's FY 2013-14 Budget.

4.8. Drought Emergency Continuance

On March 18, 2014, the City Council adopted a Resolution declaring a State of Emergency in the City of Dublin due to extreme drought conditions within the State and City. The City Council will consider continuing extending the State of Emergency for an additional 30 days.

STAFF RECOMMENDATION:

Bt motion, as required by Government Code Section 8630(c), which states that the City Council shall review the need for continuing a local emergency at least once every 30 days until the governing body terminates the local emergency, continue the State of Emergency that was declared on March 18, 2014, based on the fact that extreme drought conditions continue to exist within both the State of California and City of Dublin, and the threat to the safety and welfare of Dublin residents remains.

4.9. Check Issuance Report and Electronic Funds Transfers

The City Council will receive a listing of payments issued from March 1, 2014 – March 31, 2014 totaling \$7,611,424.98

STAFF RECOMMENDATION:

Receive the report.

5. WRITTEN COMMUNICATION - None

6. PUBLIC HEARINGS - None

7. UNFINISHED BUSINESS

7.1. Agreement Permitting Re-Allocation of Regional and Local Sewer Capacity Rights with Regency Village at Dublin, LLC

The City Council, by motion on June 5, 2012, authorized Staff to prepare an Agreement permitting Re-Allocation of Regional and Local Sewer Capacity Rights with Regency Centers, a real estate development company that purchased a 14-acre site at 5054 Hacienda Drive (APN 986-0033-007-00) from the Alameda County Surplus Property Authority for the development of a

152,500 square foot retail shopping center. Staff has prepared the Agreement for the City Council's consideration.

STAFF RECOMMENDATION:

Adopt the proposed **Resolution** approving an Agreement Permitting Re-Allocation of Regional and Local Sewer Capacity Rights with Regency Village at Dublin, LLC.

8. NEW BUSINESS

8.1. Dublin Crossing Park Task Force

The City Council is being asked to consider the establishment of a task force for the proposed Dublin Crossing Community Park Master Plan.

STAFF RECOMMENDATION:

By motion, approve the formation and composition of the Task Force and direct Staff to advertise the openings.

8.2. Consideration of Electric Vehicle Charging Station Fee for Usage

The City Council will receive a report on the usage of the Dublin EV Stations and will consider amending the Master Fee Schedule to include a charging fee in order to reduce wait times and increase the use of the charging stations.

STAFF RECOMMENDATION:

Adopt a **Resolution** amending the City of Dublin Master Fee Schedule by adding a fee for electric vehicles using City charging stations.

9. OTHER BUSINESS

Brief *INFORMATION ONLY* reports from Council and/or Staff, including Committee Reports and Reports by Council related to Meetings attended at City Expense (AB1234).

10. ADJOURNMENT - In memory of Staff Sgt. Sean Diamond and our fallen troops.

This AGENDA is posted in accordance with Government Code Section 54954.2(a)

If requested, pursuant to Government Code Section 54953.2, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation, please contact the City Clerk's Office (925) 833-6650 at least 72 hours in advance of the meeting.

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Mission

The City of Dublin promotes and supports a high quality of life which ensures a safe and secure environment that fosters new opportunities.

Vision


Dublin is a vibrant city committed to its citizens, natural resources, and cultural heritage. As Dublin grows, it will balance history with progress, to sustain an enlightened, economically balanced and diverse community.

Dublin is unified in its belief that an engaged and educated community encourages innovation in all aspects of City life, including programs to strengthen our economic vitality, and support environmental stewardship and sustainability through the preservation of our natural surroundings. Dublin is dedicated to promoting an active and healthy lifestyle through the creation of first-class recreational opportunities, facilities and programs.



STAFF REPORT CITY COUNCIL

CITY CLERK
File #610-50

DATE: April 15, 2014
TO: Honorable Mayor and City Councilmembers
FROM: Christopher L. Foss, Acting City Manager 
SUBJECT: Recognition of Achievement – Dublin High School Boys' Soccer Team
Prepared by Taryn Gavagan Bozzo, Executive Aide

EXECUTIVE SUMMARY:

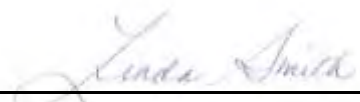
The City Council will recognize the Dublin High School Boys' Soccer team for their victory in the Northern California Section Division II Championship.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends the City Council receive the presentation.



Reviewed By
Acting Assistant City Manager

DESCRIPTION:

The City Council will present a certificate of recognition to the Dublin High School Boys' Soccer team.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

N/A

ATTACHMENTS: None.



STAFF REPORT CITY COUNCIL

CITY CLERK
File #610-50

DATE: April 15, 2014
TO: Honorable Mayor and City Councilmembers
FROM: Christopher L. Foss, Acting City Manager
SUBJECT: 2014 Bike Month and Bike to Work Day Proclamation
Prepared by William Lai, Public Works Technician II

EXECUTIVE SUMMARY:

The City Council is being asked to proclaim National Bike Month and Bike to Work Day in May 2014. During National Bike Month, a series of regional events such as Bike to Work Day on May 8, are organized by Bike East Bay (formerly the East Bay Bicycle Coalition) and numerous other agencies, including the City of Dublin, to promote bicycling as an alternative mode of transportation.

FINANCIAL IMPACT:

The Fiscal Year 2013-14 budget includes \$4,400 to cover the costs related to National Bike Month activities including Bike to Work Day events and advertising. The total National Bike Month budget is funded by Measure B Bicycle/Pedestrian Funds.

RECOMMENDATION:

Staff recommends that the City Council receive the presentation and approve the proclamation declaring the month of May as "Bike Month" and May 8th as "Bike to Work Day" in the City of Dublin.

Submitted By
Public Works Director

Reviewed By
Acting Assistant City Manager

DESCRIPTION:

Bike to Work Day (BtWD) is a one-day annual regional event held to encourage the use of alternative modes of transportation during the commute to work by the Bay Area workforce. Entering its 20th year in Alameda County, BtWD will be held on Thursday, May 8, 2014 and is

organized by Bike East Bay. “Energizer Stations” will be set up in strategic locations throughout the region to provide bike commuters with refreshments and giveaways.

The City provides an annual sponsorship of \$2,500 to Bike East Bay for events and activities related to Bike to Work Day. As a result of the sponsorship, the City of Dublin’s logo will appear on regional promotional posters and T-shirts to be given away at “Energizer Stations.” Additionally, the City’s funding contributes towards Bike East Bay’s promotions for cycling in daily life with a regional ad campaign which appears on buses, billboards, bus shelters, and online. The City’s sponsorship also contributes funding for Bike to School Day activities in Dublin.

On BtWD, the City of Dublin will help host an “Energizer Station” from 7:00 a.m. to 9:00 a.m. at both East and West Dublin/Pleasanton BART stations. Refreshments, giveaways, and informational brochures will be given to commuters who commute via bicycle on that day. Bicyclists will also have the opportunity to enter their name in a drawing for prizes donated by businesses throughout the Tri-Valley. A limited number of BtWD T-shirts will be given out at the “Energizer Stations” on a first come-first serve basis.

In addition to BtWD, Dublin also hosts several other bike-related events before and during National Bike Month. All events taking place in Dublin are free to both Dublin residents and non-residents.

Bike Month activities begin in late April and will include the following:

- Adult bike safety class taught by a certified League of American Bicyclists instructor. Topics will include basic rules of the road and riding a bike in traffic. This event will take place at 10:00 am on April 26, 2014 at the Dublin Library.
- A follow up safety class will focus on hands-on bike training including crash avoidance maneuvers and bike handling skills. This class will be held at 10:00 am on May 3, 2014 at Fallon Middle School.
- A Family Bike Safety Workshop will teach kids the fundamentals of traffic safety and provide parents with tips for riding as a family. One of the goals of this class is to encourage children to ride their bikes to school and reduce traffic congestion during school pick-up and drop-off times. This class will be held at 10:00 am on May 31, 2014 at Kolb Elementary School.
- The City of Dublin and Dublin Cyclery will co-host a Flat Tire Repair Clinic. At the clinic, bicyclists will be invited to have free bicycle safety checks and to learn how to conduct routine maintenance on their bicycles. The clinic will be held at 10:30 am on May 17, 2014 on the Iron Horse Trail near Amador Valley Boulevard.
- Dublin’s Bike to the Market Day will take place at the Dublin Farmers’ Market at Emerald Glen Park on May 15. Cyclists who visit the City-sponsored booth on that day will receive \$5 in “Carrot Cash” market vouchers and demonstrations of bicycle carrying equipment by Dublin Cyclery. The event will start at 4:00 pm.
- Bike to School events are scheduled to take place throughout May at several schools throughout the Dublin Unified School District (DUSD). Participating students and teachers

will receive giveaways and refreshments on these days. The list of schools participating has not been finalized at the time of the writing of this staff report, but will include Dougherty, Kolb, and Frederiksen Elementary Schools.

- The cities of Dublin and Pleasanton are co-hosting a drawing for cyclists who participate in any of the bicycling events around National Bike Month. Local businesses have contributed a number of prizes to the drawing.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

City staff will work with Bike East Bay to prepare and distribute press releases regarding National Bike Month, Bike to Work Day, and related events to local media. Information on these events will also be posted on the City's website.

ATTACHMENTS: 1. 2014 Bike Month and Bike to Work Day Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN
CALIFORNIA

“Bike Month and Bike to Work Day”

***WHEREAS**, the City of Dublin acknowledges that cycling is a successful rideshare mode to alleviate traffic congestion, reduce air pollution, and decrease fuel consumption, and that bike-to-work days are effective in converting drivers into bicyclists, educating citizens about the environmental value of biking to work regularly, and promoting the health benefits of cycling; and*

***WHEREAS**, the League of American Bicyclists has declared the Month of May as National Bike Month; and*

***WHEREAS**, the City of Dublin Public Works Department has scheduled events to promote bicycling throughout May, including a Flat Tire Repair Clinic, a Bike to School Day/Week, Bike to the Market Day, Bike Safety Classes and other activities; and*

***WHEREAS**, Kaiser Permanente, 511.org, Alameda County Transportation Commission, and Bike East Bay along with other regional and local sponsors are promoting Thursday, May 8th as Bike to Work Day in the San Francisco Bay Area;*

***WHEREAS**, on May 8, the cities of Dublin and Pleasanton, Hacienda Business Park, Dublin Cyclery, Alameda County Public Works Agency, Workday, and REI Dublin are hosting Energizer Stations at both the East and West Dublin/Pleasanton BART stations, to greet and reward bicyclists with refreshments and sponsored giveaways.*

***NOW, THEREFORE, BE IT RESOLVED**, that I, Tim Sbranti, Mayor of Dublin, on behalf of the entire City Council, do hereby proclaim the Month of May as **“Bike Month”** and May 8th as **“Bike to Work Day”** in the City of Dublin, and I call upon all citizens and civic organizations to consider bicycling throughout the month, to get registered to win great prizes, and to visit the Dublin Energizer Stations on Bike to Work Day.*

***DATED:** April 15, 2014*

Mayor Sbranti

Vice Mayor Biddle

Councilmember Hart

Councilmember Haubert

Councilmember Gupta



STAFF REPORT CITY COUNCIL

CITY CLERK
File #610-50

DATE: April 15, 2014
TO: Honorable Mayor and City Councilmembers
FROM: Christopher L. Foss, Acting City Manager
SUBJECT: National Public Works Week 2014
Prepared by Steven Yee, Public Works Manager

A handwritten signature in dark ink, likely belonging to Christopher L. Foss, is positioned to the right of the "FROM:" line.

EXECUTIVE SUMMARY:

Each year, the American Public Works Association (APWA) sponsors National Public Works Week to celebrate the tens of thousands of men and women who provide and maintain the infrastructure and serves collectively known as public works.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends that the City Council receive the presentation and approve the proclamation declaring May 18 through May 24, 2014, "National Public Works Week" in the City of Dublin.

A handwritten signature in dark ink, likely belonging to the Public Works Director, is positioned above a horizontal line.

Submitted By
Public Works Director

A handwritten signature in dark ink, likely belonging to Linda Smith, is positioned above a horizontal line.

Reviewed By
Acting Assistant City Manager

DESCRIPTION:

National Public Works Week calls attention to the importance of public works in community life and recognizes the efforts of the Public Works Department in building and maintaining the City's infrastructure. National Public Works Week is May 18 through May 24, 2014.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

None.

ATTACHMENT: 1. Proclamation declaring May 18-24, 2014 National Public Works Week

**A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA**

“National Public Works Week”

WHEREAS, public works infrastructure, facilities, and services are of vital importance to sustainable communities and to the health, safety, and well-being of this nation; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers, and employees who are responsible for and must plan, design, build, operate, and maintain the transportation, water supply, sewage and refuse disposal systems, public buildings, and other structures and facilities essential to serve our citizens; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, it is in the public interest for the citizens and civic leaders of this nation to gain knowledge of and to maintain a progressive interest in the public works needs and programs of their respective communities;

NOW, THEREFORE, BE IT RESOLVED, that I, Tim Sbranti, Mayor of Dublin, on behalf of the entire City Council, do hereby proclaim the week of May 18-24, 2014, as **“National Public Works Week”** in the City of Dublin, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

DATED: April 15, 2014

Mayor Sbranti

Vice Mayor Biddle

Councilmember Hart

Councilmember Haubert

Councilmember Gupta



STAFF REPORT CITY COUNCIL

CITY CLERK
File #610-50

DATE: April 15, 2014
TO: Honorable Mayor and City Councilmembers
FROM: Christopher L. Foss, Acting City Manager
SUBJECT: Arbor Day Proclamation
Prepared by Steven Yee, Public Works Manager

EXECUTIVE SUMMARY:

The City Council will present a proclamation for Arbor Day, April 25, 2014.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends that the City Council present the proclamation.

Submitted By
Public Works Director

Reviewed By
Acting Assistant City Manager

DESCRIPTION:

The City Council will present a proclamation for Arbor Day 2014. Arbor Day is an annual observance that celebrates the role of trees in our lives and promotes tree planting and care. It was first observed in 1872 in Nebraska with the efforts of J. Sterling Morton, considered founder of Arbor Day.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

None.

ATTACHMENTS: 1. Proclamation

**A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA**

“Arbor Day – April 25, 2014”

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of precious topsoil by wind and water, lower heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in the City of Dublin increase property values, enhance the economic vitality of business areas, and beautify the community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal;

THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim April 25, 2014, as Arbor Day in the City of Dublin and urges all citizens to support efforts to protect our trees and woodlands.

BE IT FURTHER RESOLVED that all citizens are urged to plant and care for trees to gladden the hearts and promote the well-being of this and future generations.

DATED: *April 15, 2014*

Mayor Sbranti

Vice Mayor Biddle

Councilmember Hart

Councilmember Haubert

Councilmember Gupta



STAFF REPORT CITY COUNCIL

CITY CLERK
File #610-10

DATE: April 15, 2014
TO: Honorable Mayor and City Councilmembers
FROM: Christopher L. Foss, Acting City Manager
SUBJECT: Minutes of the April 1, 2014 City Council Meeting
Prepared by Gloria McCafferty, Deputy City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approval of the minutes of the April 1, 2014, Regular City Council meeting.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Approve the minutes of the April 1, 2014, Regular City Council meeting.

Reviewed By
Acting Assistant City Manager

DESCRIPTION:

The City Council will consider the approval of the minutes of the April 1, 2014, Regular City Council meeting.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

None.

ATTACHMENTS: 1. Draft Minutes of the April 1, 2014 Regular City Council Meeting.



MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

REGULAR MEETING – APRIL 1, 2014

CLOSED SESSION

A closed session was held at 5:32:29 PM, regarding:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Acting City Manager

_____◆_____

A regular meeting of the Dublin City Council was held on Tuesday, April 1, 2014, in the City Council Chambers of the Dublin Civic Center. The meeting was called to order at 7:14:23 PM, by Mayor Sbranti.

_____◆_____

ROLL CALL

PRESENT: Councilmembers Biddle, Gupta, Hart, Haubert, and Mayor Sbranti

ABSENT: None

_____◆_____

PLEDGE OF ALLEGIANCE

The pledge of allegiance to the flag was recited by the City Council, Staff and those present.

_____◆_____

REPORT ON CLOSED SESSION ACTION

7:14:50 PM

Mayor Sbranti stated there was no reportable action during Closed Session.

_____◆_____

ORAL COMMUNICATIONS

Introduction of New Employee: Meghan Tiernan

7:14:55 PM 3.1

The City Council welcomed Meghan Tiernan to the City Staff.



Report on 2014 Dublin Pride Week Activities

7:16:54 PM 3.2

The City Council received the 2014 Dublin Pride Week activities report.

Public Comments

7:20:03 PM 3.3

No comments were made by any member of the public at this time.

CONSENT CALENDAR

7:20:06 PM Items 4.1 to 4.4

On motion of Vm. Biddle, seconded by Cm. Gupta and by unanimous vote, the City Council took the following actions:

Approved 4.1 Minutes of March 18, 2014 Regular City Council Meeting, and the March 19, 2014 Special City Council Meeting;

Adopted 4.2

RESOLUTION NO. 34-14

**DIRECTING PREPARATION OF ANNUAL ENGINEER'S REPORT FOR
CITYWIDE STREET LIGHTING MAINTENANCE ASSESSMENT DISTRICT 83-1**

RESOLUTION NO. 35-14

**DIRECTING PREPARATION OF ANNUAL ENGINEER'S REPORT FOR
LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT 83-2
(STAGECOACH ROAD AREA)**

RESOLUTION NO. 36-14

**DIRECTING PREPARATION OF ANNUAL ENGINEER'S REPORT FOR
LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT 86-1
(VILLAGES AT WILLOW CREEK)**



RESOLUTION NO.37-14

**DIRECTING PREPARATION OF ANNUAL ENGINEER'S REPORT FOR
LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT 97-1
(SANTA RITA AREA)**

RESOLUTION NO. 38-14

**DIRECTING PREPARATION OF ANNUAL ENGINEER'S REPORT FOR
STREET LIGHTING MAINTENANCE ASSESSMENT DISTRICT 99-1 (DUBLIN RANCH AREA
AND TRACTS 7067, 7856, 8024, 8073, 8074)**

Adopted 4.3

RESOLUTION NO. 39-14

**AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER #66
FOR CONTRACT 13-02 FOR THE MAINTENANCE YARD FACILITIES PROJECT**

Adopted 4.4

RESOLUTION NO. 40-14

**AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS CONFIRMING THE
WAIVER OF THE 52-UNIT AFFORDABLE HOUSING OBLIGATION FOR THE GROVES AT
DUBLIN RANCH (LOT 3)**

WRITTEN COMMUNICATIONS – None.

PUBLIC HEARINGS

Weeds and Combustible Refuse Abatement Order

7:20:29 PM 6.1

Mayor Sbranti opened the public hearing.

There were no public comments at this time.

Mayor Sbranti closed the public hearing.



On motion of Vm. Biddle, seconded by Cm. Hart and by unanimous vote, the City Council directed Staff to continue the weed abatement process.



**Development Agreement Extension for the AMB/Prologis
Mixed-Use Office/Residential Project at 6700 Golden Gate Drive in Downtown Dublin**

7:23:54 PM 6.2

Mayor Sbranti opened the public hearing.

Scott Deters, Dublin resident, provided public comment on this item.

Mark Hansen, applicant, provided comment on this item.

Mayor Sbranti closed the public hearing.

On motion of Vm. Biddle, seconded by Cm. Gupta and by unanimous vote, the City Council conducted the public hearing, deliberated, waived the first reading and INTRODUCED an Ordinance Approving an Amendment to the Development Agreement between the City of Dublin and Prologis, Inc. to allow for an eighteen (18) month time extension, with conditions.



UNFINISHED BUSINESS

Proposed Volunteer Fair

7:40:16 PM 7.1

On motion of Vm. Biddle, seconded by Cm. Gupta and by unanimous vote, the City Council provided direction to proceed with the proposed event.



NEW BUSINESS

Construction and Demolition Debris Ordinance Amendments

7:50:20 PM 8.1

On motion of Vm. Biddle, seconded by Cm. Gupta and by unanimous vote, the City Council directed Staff to prepare amendments to the Construction and Demolition Debris Ordinance as



outlined in the Staff report, and reach out to homeowners who have recently gone through the process to get their opinion on the proposed amendments.



Consideration of
Adding Prohibitions on Electronic Cigarettes to the Dublin Municipal Code

8:14:47 PM 8.2

On motion of Vm. Biddle, seconded by Cm. Gupta and by unanimous vote, the City Council directed Staff, by motion, to prepare a municipal code amendment clarifying all relevant sections of the Code where tobacco and smoking regulations are mentioned to ensure electronic cigarettes are included within these Municipal Code sections.



Public Safety Memorial Options for BART Police Officer Sergeant Tom Smith

8:24:24 PM 8.3

Tammy Monego, Deputy Sheriff John Monego's widow, provided public comment on this item.

On motion of Mayor Sbranti, seconded by Cm. Hart and by unanimous vote, the City Council agreed to defer to BART as the lead agency in regard to memorial options for fallen BART Public Safety Officer Sergeant Tom Smith.



OTHER BUSINESS

8:42:32 PM

Brief information only reports were provided by City Council and Staff, including committee reports and reports by City Council related meetings attended at City expense (AB1234).

By consensus, the City Council requested a study session on The Green project.



ADJOURNMENT

10.1

There being no further business to come before the City Council, the meeting was adjourned at 8:57:29 PM in memory of Staff Sgt. Sean Diamond and our fallen troops.

Minutes prepared by Caroline P. Soto, City Clerk/Records Manager.



Mayor

ATTEST: _____
City Clerk

DRAFT






STAFF REPORT CITY COUNCIL

CITY CLERK
File #600-60

DATE: April 15, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Christopher L. Foss, Acting City Manager 

SUBJECT: Development Agreement extension for the AMB/Prologis mixed-use office/residential project at 6700 Golden Gate Drive in Downtown Dublin
Prepared by Kristi Bascom, Principal Planner

EXECUTIVE SUMMARY:


The Applicant is requesting an extension to the existing Development Agreement that has vested the Site Development Review and Tentative Map entitlements since their original approval in 2004. The Development Agreement will expire on June 3, 2014 unless extended before that time. The Developer has requested to extend the Development Agreement, and Staff recommends an additional eighteen (18) months. The City Council introduced the Ordinance at a public hearing on April 1, 2014.

FINANCIAL IMPACT:

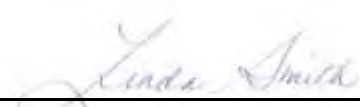
Staff and legal costs of extending the Development Agreement are borne by the Project Applicant. Under the terms of the extension, the Applicant may be subject to up to \$200,000 in community benefit payments to the City should the Applicant elect to extend for the entire 18-month period.

RECOMMENDATION:

Staff recommends that the City Council: waive the reading and ADOPT an Ordinance approving an amendment to the Development Agreement between the City of Dublin and Prologis, Inc. to allow for an eighteen (18) month time extension with conditions.



Submitted By
Community Development Director



Reviewed By
Acting Assistant City Manager

DESCRIPTION:

Prologis, Inc. (formerly known as AMB Properties) received approvals in 2004 to develop a mixed-use office and residential project that is comprised of a 150,000 square foot office complex and an adjacent 308-unit multi-family residential project. The project site is currently occupied by a 225,000 square foot warehouse building that houses tenants including Sky River RV and Coast Building Supply. The project received Site Development Review and Tentative Map approval along with a Development Agreement with a 10-year term in 2004. The project did not move forward as planned, and Prologis is now working with a development partner to propose a new mixed use project for the site.

At the Applicant's request, Staff has crafted terms for an extension to the Development Agreement that will provide incentive for the development team to move forward quickly with entitling the new project. It is in the City's interest to see this project site redevelop with commercial and residential uses, as it is a key property in the Transit-Oriented District with excellent access to BART and adjacent to the newly-opened Connolly Station apartment building.

The terms of the extension to the Development Agreement are outlined in the April 1, 2014 City Council Staff Report (Attachment 1). The City Council is being asked to waive the second reading and adopt the Ordinance (Attachment 2).

ENVIRONMENTAL REVIEW:

On April 20, 2004, the City Council adopted Resolution 67-04, adopting a Mitigated Negative Declaration (MND) and Mitigation Monitoring Program for the AMB Properties Transit Village Project (PA 02-003). Approval of the Development Agreement was an action covered by the MND and therefore an extension to the time period does not require additional environmental review.

PUBLIC NOTIFICATION:

In accordance with State law, a Public Notice was mailed to all property owners and occupants within 300 feet of the proposed Project for the original public hearing. A Public Notice was also published in the *Valley Times* and posted at several locations throughout the City. To date, the City has received no objections from surrounding property owners regarding the Project. A copy of this Staff Report was also forwarded to the Applicant.

- ATTACHMENTS:**
1. City Council Staff Report date April 1, 2014.
 2. Ordinance approving an amendment to the Development Agreement between the City of Dublin and Prologis, Inc. to allow for an eighteen month time extension with conditions, with the Development Agreement Amendment attached as Exhibit A-1.



STAFF REPORT CITY COUNCIL

CITY CLERK
File #600-60

DATE: April 1, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Christopher L. Foss, Acting City Manager

A handwritten signature in black ink, appearing to read "Chris Foss", is written over the name of the Acting City Manager.

SUBJECT: Development Agreement Extension for the AMB/Prologis Mixed-Use Office/Residential Project at 6700 Golden Gate Drive in Downtown Dublin
Prepared by Kristi Bascom, Principal Planner

EXECUTIVE SUMMARY:

The Applicant, Prologis Inc., is requesting an extension to the existing Development Agreement that has vested the Site Development Review and Tentative Map entitlements since their original approval in 2004. The Development Agreement will expire on June 3, 2014 unless extended before that time. As provided in the Agreement, the Developer has submitted a formal request to extend the effective period of Development Agreement. Staff concurs with the request and recommends an extension of an additional eighteen (18) months.

FINANCIAL IMPACT:

None at this time.

RECOMMENDATION:

Staff recommends that the City Council conduct the public hearing, deliberate; waive the first reading and INTRODUCE an Ordinance Approving an Amendment to the Development Agreement between the City of Dublin and Prologis, Inc. to allow for an eighteen (18) month time extension, with conditions.

A handwritten signature in black ink, appearing to read "Linda Smith", is written over the name of the Acting Assistant City Manager.

Submitted By
Community Development Director

A handwritten signature in black ink, appearing to read "Linda Smith", is written over the name of the Acting Assistant City Manager.

Reviewed By
Acting Assistant City Manager

DESCRIPTION:

Prologis, Inc (formerly known as AMB Properties) received approvals in 2004 to develop a mixed-use office and residential project comprised of a 150,000 square foot office complex and an adjacent 308-unit multi-family residential project. The project site is currently occupied by a 225,000 square foot warehouse building that houses tenants including Sky River RV and Coast Building Supply. The project received Site Development Review and Tentative Map approval along with a Development Agreement with a 10-year term (Attachment 1). The Development

Agreement “locked-in” the land-use rules in effect at the time the Agreement became effective. The Development Agreement provided the developer certainty that they could proceed with their projects, even if the City’s land use policies change in the future.

Although it was originally anticipated that the new development would be constructed once the leases for the existing tenants at the site expired, the economic downturn hampered efforts to bring the project to fruition. Over the past several years, the property owners had considered re-entitling the site with a different project that could be more marketable given changing conditions, but no projects moved forward. At this time, the Development Agreement is close to expiring and Prologis has submitted a request to extend the existing term to allow them to process an application with a new development partner for a new project on the site (Attachment 2).

Staff is supportive of the request and has crafted terms for the extension that will provide incentive for the development team to move forward quickly with entitling the new project. It is in the City’s interest to see this project site redevelop with commercial and residential uses, as it is a key property in the Transit-Oriented District of the Downtown Dublin Specific Plan area with excellent access to BART and adjacent to the newly-opened Connolly Station apartment building.

ANALYSIS:

The following is an overview of the terms of the proposed amendment to the Development Agreement:

- Prologis will receive an extension to the existing Development Agreement for an initial six-month term at no cost with the option to extend for two additional six-month terms at the cost of \$100,000 with each extension. The total extension time could be eighteen (18) months.
- In order to receive the first six-month extension, Prologis is required to submit a preliminary application and concept plans for the new project no later than May 24, 2014.
- In order to receive the second six-month extension, Prologis is required to pay \$100,000 to the City and shall have a full and complete Planning Application on file with the City for the new project no later than December 3, 2014.
- Granting the third six-month extension is at the discretion of the City, provided that Staff determines the Developer is moving forward in good faith and is expected to have the full project entitlements completed by the end of the third six-month period. Prologis is required to pay \$100,000 to the City for the third extension.

If Prologis does not comply with the terms outlined in the Development Agreement Amendment (Exhibit A-1 to Attachment 3), the Development Agreement expires.

Development Agreements are approved by an Ordinance of the City Council upon recommendation by the Planning Commission. The proposed Development Agreement Amendment was drafted with input from City Staff, Prologis, and the City Attorney. The document was reviewed by the Planning Commission at a public hearing on March 25, 2014. At the meeting, the Planning Commission adopted Resolution 14-13 recommending that the City Council adopt an Ordinance approving an amendment to the Development Agreement.

ENVIRONMENTAL REVIEW:

On April 20, 2004, the City Council adopted Resolution 67-04, adopting a Mitigated Negative Declaration (MND) and Mitigation Monitoring Program for the AMB Properties Transit Village Project (PA 02-003). Approval of the Development Agreement was an action covered by the MND and therefore an extension to the time period does not require additional environmental review.

PUBLIC NOTIFICATION:

In accordance with State law, a Public Notice was mailed to all property owners and occupants within 300 feet of the proposed Project as well as an expanded area which includes surrounding developments. A Public Notice was also published in the *Valley Times* and posted at several locations throughout the City. To date, the City has received no objections from surrounding property owners regarding the Project. A copy of this Staff Report was also forwarded to the Applicant.

ATTACHMENTS:

1. City Council Ordinance 18-04 (original Development Agreement)
2. Request from Prologis dated February 14, 2014
3. Ordinance approving an amendment to the Development Agreement between the City of Dublin and Prologis, Inc. to allow for an eighteen month time extension with conditions, with the Development Agreement Amendment, attached as Exhibit A-1

ORDINANCE NO. 18 - 04

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF DUBLIN

APPROVING THE DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF DUBLIN AND AMB PROPERTY CORPORATION (PA 02-003)

The Dublin City Council does hereby ordain as follows:

Section 1. RECITALS

A. The proposed AMB Property Corporation's West Dublin Transit Village project (PA 02-003) is located within the boundaries of the West Dublin BART Specific Plan ("Specific Plan") in an area which is designated on the General Plan Land Use Element and the West Dublin BART Specific Plan Land Use Map as Mixed Use and Office. An application has been filed by AMB Property, Inc. to change the approximately 9.06-acres site occupied by the Cor-O-Van warehouse business to Planned Development (PD).

B. This project is within the scope of the West Dublin BART Specific Plan and General Plan, for which a Negative Declaration was prepared for the Specific Plan, and approved by the Dublin City Council on December 19, 2000. An initial study and Mitigated Negative Declaration has been prepared for the AMB Property/Legacy Partners project, herein after called the AMB Property project. That initial study and Mitigated Negative Declaration together with the Negative Declaration for the Specific Plan, the Responses to Comments prepared and dated February 10, 2004, and updated April 20, 2004, adequately describes the total project for the purposes of CEQA. The analysis indicated that no new effects could occur and no new mitigation measures are required for the AMB Property project that were not addressed in the Negative Declaration as certified by the City Council (Resolution 00-227). Further, that analysis found that the project is in conformity with the West Dublin BART Specific Plan/General Plan.

C. AMB Property, Inc. has filed an application requesting approval of a development agreement for the West Dublin Transit Village project.

E. A Development Agreement between the City of Dublin and AMB Property, Inc. has been presented to the City Council, a copy of which is attached as **Exhibit A.**

F. A public hearing on the proposed Development Agreement was held before the Planning Commission on February 24, 2004, for which public notice was given as provided by law.

G. The Planning Commission has made its recommendation for approval of the Development Agreement.

H. A public hearing on the proposed Development Agreement was held before the City Council on April 20, 2004, for which public notice was given as provided by law.

J. The City Council has considered the recommendation of the Planning Commission at the February 24, 2004 meeting, including the Planning Commission's reasons for its recommendation, the Agenda Statement, all comments received in writing and all testimony received at the public hearing in making its determination on the project.

Section 2. FINDINGS AND DETERMINATIONS

THEREFORE, on the basis of (a) the foregoing Recitals which are incorporated herein, (b) the City of Dublin's General Plan, (c) the West Dublin BART Specific Plan, (d) the Negative Declaration for the Specific Plan, (e) the Mitigated Negative Declaration for the project, (f) the Responses to Comments on the MND, and (g) the Agenda Statement, and on the basis of specific conclusions set forth below, the City Council finds and determines that:

1. The Development Agreement is consistent with the objectives, policies, general plan uses and programs specified and contained in the City's General Plan, as amended by the West Dublin BART General Plan Specific Plan in that (a) the General Plan and Specific Plan land use for the site is currently Mixed Use and Office, which allows development of the West Dublin Transit Village. The proposed project is consistent with the land use designation of Mixed Use and Office, (b) the project is consistent with the fiscal policies of the General Plan and Specific Plan with respect to provision of infrastructure and public services, and (c) the Development Agreement includes provisions relating to financing, construction and maintenance of public facilities and similar provisions set forth in the Specific Plan.
2. The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located in that project approvals include a Planned Development Rezoning/Stage 2 Development Plan, Site Development Review, and Vesting Tentative Parcel Map adopted specifically for the West Dublin Transit Village project.
3. The Development Agreement is in conformity with public convenience, general welfare and good, sound land use policies in that the West Dublin Transit Village project will implement land use guidelines set forth in the Specific Plan and General Plan.
4. The Development Agreement will not be detrimental to the health, safety and general welfare in that the project will proceed in accordance with all the program and policies of the West Dublin BART Specific Plan.
5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values in that the project will be consistent with the General Plan and West Dublin BART Specific Plan and is consistent with the planned development of a transit-oriented mixed use project intended for the Specific Plan area.

Section 3. APPROVAL

The City Council hereby approves the Development Agreement and authorizes the Mayor to sign it on the City's behalf.

Section 4. RECORDATION

Within ten (10) days after the Development Agreement is executed by the Mayor, the City Clerk shall submit the Agreement to the County Recorder for recordation.

Section 5: EFFECTIVE DATE AND POSTING OF ORDINANCE

This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk of the City of Dublin shall cause the Ordinance to be posted in at least three (3) public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED AND ADOPTED BY the City Council of Dublin, on the 4th day of May 2004 by the following votes:

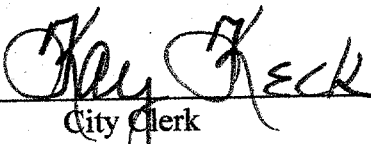
AYES: Councilmembers McCormick, Oravetz, Sbranti and Zika and Mayor Lockhart

NOES: None

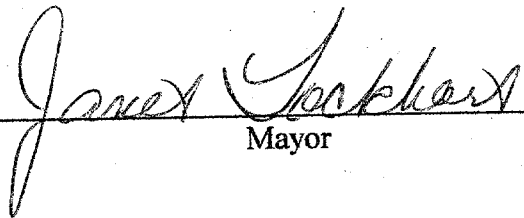
ABSENT: None

ABSTAIN: None

ATTEST:



City Clerk



Mayor

K²/G/5-4-04/ord-AMB-DA.doc (Item 6. 1)

G:\pa\2002\02-003\CC-DAord

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568

(Space Above This Line Reserved For Recorder's Use)

DEVELOPMENT AGREEMENT

BY AND BETWEEN THE

CITY OF DUBLIN

AND

AMB PROPERTY CORPORATION

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List of Exhibits

- Exhibit A-1: Legal Description of Project Site
- Exhibit A-2: Diagram of Project Site
- Exhibit B: St. Patrick Way Right of Way Diagram
- Exhibit C: Parking Diagram
- Exhibit D: Egress Easement to St. Patrick Way

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of _____, 2004 by and between AMB Property Corporation, a Maryland corporation ("Developer"), and the City of Dublin, a municipal corporation ("City"), pursuant to California Government Code Section 65864 et seq. City and Developer are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted California Government Code Section 65864 et seq. and, pursuant thereto City has enacted Chapter 8.56 of the Dublin Municipal Code, entitled Development Agreements Regulations (collectively the "Development Agreement Statute").

B. The Development Agreement Statute authorizes City to enter into an agreement for the development of real property with any person having a legal or equitable interest in such property in order to establish development rights in such property. This Development Agreement has been processed, considered and executed in accordance with these laws.

C. Developer has a legal interest in certain real property consisting of approximately 9.07 acres located in the City of Dublin, County of Alameda, State of California, as more particularly described in **Exhibit A-1** attached hereto, and as diagrammed in **Exhibit A-2** attached hereto (the "Project Site"). The Project Site is currently improved with an approximately 204,000 sq. ft. industrial warehouse building (the "Industrial Warehouse").

D. On December 19, 2000, the City Council, following months of public hearings, studies and adoption of a Negative Declaration in compliance with the California Environmental Quality Act, Public Resources Code Section 21000 et seq., approved the following planning entitlements covering an approximately 70 acre planning area proximate to Downtown Dublin, I-580 and I-680 and the proposed West Dublin BART station (the "West Dublin Planning Area"). A primary purpose of this extensive planning effort undertaken by City was to encourage the redevelopment of existing uses, such as the Industrial Warehouse, to higher intensity mixed uses such as higher intensity residential development and commercial office buildings. The Project Site is located in a central portion of the West Dublin Planning Area.

1. General Plan Amendment. Following review and recommendation by the Planning Commission and after a duly noticed public hearing, the City Council, by Resolution 228-00, approved certain general plan amendments which added a Mixed Use land use

designation covering the Project Site and increased the FAR for office development within the West Dublin Planning Area (the "General Plan Amendment").

2. West Dublin BART Specific Plan. Following review and recommendation by the Planning Commission, the City Council at a duly noticed public hearing, adopted Resolution No. 227-00 approving the West Dublin BART Specific Plan (the "Specific Plan"). The Specific Plan designates the Project Site as an opportunity site for Mixed Use (MU) and Office (O) development.

E. In furtherance of the General Plan Amendment and the Specific Plan, Developer has applied for, and City has approved various land use approvals in connection with the development of the Project, including for 1) Planned Development Rezone (Ordinance No. ~~17-04~~) ("PD Rezone"), 2) general provisions for the PD Rezone including Stage 1 and Stage 2 Development Plans (City Council Resolution No. ____), 3) Site Development Review (City Council Resolution No. ____), and 4) Vesting Parcel Map (____ Resolution No. ____ covering the Project Site (collectively the "Project Approvals").

F. The Project Approvals propose the mixed use development of the Project Site for approximately 310 multi-family residential units and a five-story, approximately 150,000 square foot office building, together with associated supporting retail, parking, and landscaping (the "Project").

G. City has determined that the Project presents substantial public benefits and opportunities which are advanced by City and Developer entering into this Agreement. This Agreement will, among other things, (1) provide for the redevelopment of the older, Industrial Warehouse improvement on the Project Site to higher density multiple family housing development and commercial uses; (2) expand City's tax base, provide jobs, and stimulate downtown redevelopment in furtherance of goals and policies set forth in the General Plan Amendment and the Specific Plan; (3) help to implement City's vision for the Project Site as smart growth transit village as set forth in the Specific Plan; (4) provide a variety of needed housing, including affordable housing and/or funds in furtherance of affordable housing opportunities; (5) provide visual benefits by enhancing the image of Dublin from Interstate 580 and 680 viewsheds; (6) provide public infrastructure, including the dedication of property necessary for and construction of a key new arterial street improvements to St. Patrick Way; (7) reduce uncertainties in planning and provide for the orderly development of the Project; and (8) otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted.

H. In order to further City's goal of creating a smart growth transit village surrounding the future West Dublin BART Station (the "BART Station"), it is the intention of the Parties that the design of the Project and the development on the adjacent parcel owned by the Bay Area Rapid Transit District (the "BART Parcel") include

internal pedestrian circulation plans to facilitate pedestrian access between the Project and the BART Station.

I. In exchange for the benefits to City described in the preceding Recital, together with the other public benefits that will result from the development of the Project, Developer will receive by this Agreement assurances that it may proceed with the Project in accordance with the "Applicable Law" (defined below), and therefore desires to enter into this Agreement.

J. The City Council, after conducting a duly noticed public hearing, has found that this Agreement is consistent with the General Plan and with the Specific Plan and has conducted all necessary proceedings in accordance with City's rules and regulations for the approval of this Agreement.

K. City and Developer have reached agreement and desire to express a Development Agreement that will facilitate development of the Project subject to conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, covenants and provisions set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

"Administrative Agreement Amendment" shall have that meaning set forth in Section 8.01(b) of this Agreement.

"Agreement" shall have that meaning set forth in the introductory paragraph of this Agreement.

"Annual Review" shall have that meaning set forth in Section 11.03(a) of this Agreement.

"Applicable Law" shall have that meaning set forth in Section 3.03 of this Agreement.

"Authorizations" shall have that meaning set forth in Section 5.03(d) of this Agreement.

"BART Parcel" shall have that meaning set forth in Recital H of this Agreement.

"BART Station" shall have that meaning set forth in Recital H of this Agreement.

"City" shall have that meaning set forth in the introductory paragraph of this Agreement.

“City Fees” shall have that meaning set forth in Section 4.01 of this Agreement.

“Default Notice” shall have that meaning set forth in Section 11.01 of this Agreement.

“Developer” shall have that meaning set forth in the introductory paragraph of this Agreement.

“Development Agreement Statute” shall have that meaning set forth in Recital A of this Agreement.

“Effective Date” shall have that meaning set forth in Section 2.01 of this Agreement.

“General Plan Amendment” shall have that meaning set forth in Recital D of this Agreement.

“Improvement Completion Notice” shall have that meaning set forth in Section 5.02(c)(2) of this Agreement.

“Industrial Warehouse” shall have that meaning set forth in Recital C of this Agreement.

“Notice of Election” shall have that meaning set forth in Section 5.03 of this Agreement.

“Parties” shall have that meaning set forth in the introductory paragraph of this Agreement.

“PD Rezone” shall have that meaning set forth in Recital E of this Agreement.

“Project” shall have that meaning set forth in Recital F of this Agreement.

“Project Approvals” shall have that meaning set forth in Recital E of this Agreement.

“Project Site” shall have that meaning set forth in Recital C of this Agreement.

“Proposed Assignment Notice” shall have that meaning set forth in Section 9.01 of this Agreement.

“Punch List” shall have that meaning set forth in Section 5.02(c)(2) of this Agreement.

“Purchaser” shall have that meaning set forth in Section 9.04 of this Agreement.

“Specific Plan” shall have that meaning set forth in Recital D of this Agreement.

“St. Patrick Way Extension” shall have that meaning set forth in Section 5.01 of this Agreement.

“St. Patrick Way Improvements” shall have that meaning set forth in Section 5.02(c)(1) of this Agreement.

“Storm Drain” shall have that meaning set forth in Section 6.01 of this Agreement.

“Subsequent Approvals” shall mean such other land use approvals, entitlements, and permits, including amendments to Project Approvals (but excluding the Project Approvals), that are approved by City after the Effective Date and that authorize the development of the Project Site.

“Term” shall have that meaning set forth in Section 2.02 of this Agreement.

“Transferee” shall have that meaning set forth in Section 9.01 of this Agreement.

“West Dublin Planning Area” shall have that meaning set forth in Recital D of this Agreement.

“Western Improvements” shall have that meaning set forth in Section 5.03(e) of this Agreement.

ARTICLE 2 EFFECTIVE DATE AND TERM

Section 2.01 Effective Date. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the “Effective Date”).

Section 2.02 Term. The term of this Agreement (the “Term”) shall commence upon the Effective Date and continue for a period of ten (10) years unless otherwise terminated, extended, or modified by the terms of this Agreement.

ARTICLE 3 STANDARDS, LAWS AND PROCEDURES GOVERNING THE PROJECT

Section 3.01 Vested Right to Develop. Developer shall have a vested right to develop the Project on the Project Site in accordance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), the Subsequent Approvals, if any (as and when issued), and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement.

Section 3.02 Permitted Uses Vested by This Agreement. The permitted uses of the Project Site, the density and intensity of use, the maximum height, bulk, and size of proposed buildings, provisions for reservation or dedication of land for public purposes and the location of on-site and off-site public

improvements; the general location of public utilities (operated by City); and other terms and conditions of development applicable to the Project, shall be those in effect on the Effective Date of this Agreement. The Parties understand that the Project Approvals approve development at a density and intensity of development and building height (i) below the maximum 331 dwelling units permitted on the Project Site by the General Plan Amendment and Specific Plan, (ii) below the maximum 1.0 FAR permitted by the General Plan Amendment and Specific Plan for nonresidential development on the Project Site, and (iii) below the eight (8) story maximum height designated in the General Plan Amendment and the Specific Plan. These maximum development standards set forth in the General Plan Amendment and Specific Plan shall during the Term of this Agreement be vested elements applicable to the Project Site. However, nothing in this Section shall be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals. City acknowledges that when calculating the maximum FAR permitted on the Project Site, such calculation shall be based upon the size of the Project Site as of the Effective Date, exclusive of any future dedications to City.

Section 3.03 Applicable Law. The rules, regulations, official policies, standards and specifications applicable to the Project Site (the "Applicable Law"), including those rules, regulations, official policies, standards, and specifications (including City ordinances and resolutions) governing permitted uses, building locations, timing of construction, densities, design, heights, fees, exactions, and taxes, shall be those in force and effect on the Effective Date of this Agreement, unless otherwise provided for in this Agreement and the Project Approvals.

Section 3.04 Rules regarding Design and Construction of Public Improvements. The ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to public improvements to be constructed by Developer shall be those in force and effect at the time of the applicable permit approval for the public improvement.

Section 3.05 Building Standards. The Project shall be constructed in accordance with the provisions of the City of Dublin Building, Mechanical, Plumbing, Electrical, and Fire Codes, in effect at the time of approval of the appropriate building, grading, or other construction permits for the Project.

Section 3.06 Processing of Subsequent Approvals. Nothing in this Agreement shall prevent City from denying or conditionally approving any subsequent land use permit or authorization for the Project, provided, however, that City's actions shall be subject to any conditions, terms, restrictions, and requirements that are expressly set forth in this Agreement. In particular, City acknowledges that the terms of Sections 3.01 and 3.02 contain certain limitations that prevent City from considering subsequently enacted land use regulations in passing on a Subsequent Approval that might otherwise be applicable.

Section 3.07 **Moratorium Not Applicable.** Notwithstanding anything to the contrary contained herein, in the event an ordinance, resolution or other measure is enacted, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which affects the Project on all or any part of the Property, City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Property, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the term of this Agreement unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code Section 8558.

Section 3.08 **Life of Subdivision Maps, Development Approvals, and Permits.** The term of any subdivision map or any other map, permit, rezoning, or other land use entitlement approved as a Project Approval or Subsequent Approval, that would otherwise terminate, shall automatically be extended for the longer of the duration of this Agreement or the term otherwise applicable to such Project Approval or Subsequent Approval if this Agreement is no longer in effect.

Section 3.09 **State and Federal Law.** As provided in California Government Code Section 65869.5, this Agreement shall not preclude the application to the Project Site of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations. In the event that state or federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by City, the Parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or state law or regulation. Any such amendment of the Agreement shall be approved by the City Council in accordance with Chapter 8.56 of the Dublin Municipal Code.

Section 3.10 **Timing of Project Construction and Completion.**

(a) **Timing of Development.** Notwithstanding any provision of this Agreement, City and Developer expressly agree that there is no requirement that Developer initiate or complete development of the Project or any particular phase of the Project within any particular period of time, and City shall not impose such a requirement on any Project Approval. The Parties acknowledge that Developer cannot at this time predict when or the rate at which or the order in which phases will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as market orientation and demand, interest rates, competition, and other similar factors.

(b) **Initiatives Restricting Timing of Development Inapplicable.** In light of the foregoing and except as set forth in Section 3.11 of this Agreement, the Parties agree that Developer shall be able to develop in

accordance with Developer's own time schedule as such schedule may exist from time to time, and Developer shall determine which part of the Project Site to develop first, and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the Parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such Parties' agreement, it is the Parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment.

Section 3.11 Nothing in this Agreement shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement, or similar agreement.

ARTICLE 4 SUBSEQUENTLY ENACTED OR REVISED FEES, ASSESSMENTS AND TAXES

Section 4.01 Developer's Payment of City Fees. Notwithstanding any vested rights it may acquire pursuant to this agreement or the vesting parcel map, Developer shall pay the development impact fees ("City Fees") in the amount in effect as of the time when the fees would otherwise be payable. Provided, however, Developer shall not be subject to City Fees that were not in existence on the Effective Date of this Agreement. Specifically, the Parties agree as follows:

(a) Public Facilities Fee. Developer shall pay a Public Facilities Fee established by City of Dublin Resolution No. 214-02, including any future amendments to such fee. Developer will pay such fees no later than the time of issuance of building permits and in the amount of the fee in effect at time of building permit issuance.

(b) School Impact Fees. School impact fees shall be paid by Developer in accordance with Government Code Section 53080 and the agreement between Developer's predecessor in interest and the Dublin Unified School District regarding payment of mitigation fees.

(c) Fire Facilities Fee. Developer shall pay a fire facilities fee established by City of Dublin Resolution No. 12-03 including any future amendments to such fee. Developer will pay such fees no later than the time of issuance of building permits and in the amount of the fee in effect at time of building permit issuance.

(d) Tri-Valley Transportation Development Impact Fee. Developer shall pay the Tri-Valley Transportation Development Fee in the amount and at the times set forth in City of Dublin Resolution No. 89-98 or any

subsequent resolution which revises such fee. Developer will pay such fees no later than the time of issuance of building permits and in the amount of the fee in effect at time of building permit issuance.

Notwithstanding the foregoing, Developer also agrees to pay, to the extent applicable, any fee adopted subsequent to the Effective Date pursuant to Resolution No. 173-01 ["A Resolution Expressing the City's Intent to Adopt Development Fee to Mitigate the Impacts of Non-Residential Development on the Affordability of Housing in the City of Dublin"], dated October 2, 2001. Developer shall not be subject to any traffic fees or traffic-related exactions or dedication requirements other than as specifically set forth in the Project Approvals or this Agreement. Notwithstanding anything to the contrary in this Agreement, Developer preserves its right to challenge updates to existing City Fees or to challenge any new fees adopted by City to which the Developer, pursuant to this Agreement, is subject.

Section 4.02 Revised Application Fees. Any existing application, processing and inspection fees that are revised during the term of this Agreement shall apply to the Project provided that (1) such fees have general applicability; (2) the application of such fees to the Property is prospective; and (3) the application of such fees would not prevent development in accordance with this Agreement.

Section 4.03 New Taxes. Any subsequently enacted city-wide taxes shall apply to the Project provided that: (1) the application of such taxes to the Property is prospective; and (2) the application of such taxes would not prevent development in accordance with this Agreement.

Section 4.04 Assessments. Nothing herein shall be construed to relieve the Property from assessments levied against it by City pursuant to any statutory procedure for the assessment of property to pay for infrastructure and/or services that benefit the Property.

Section 4.05 Vote on Future Assessments and Fees. In the event that any assessment, fee or charge which is applicable to the Property is subject to Article XIID of the Constitution and Developer does not return its ballot, Developer agrees, on behalf of itself and its successors, that City may count Developer's ballot as affirmatively voting in favor of such assessment, fee or charge.

ARTICLE 5 COMPLETION OF ST. PATRICK WAY EXTENSION.

Section 5.01 Introduction. The Specific Plan provides for the construction of an extension of St. Patrick Way between Golden Gate Drive and Regional Street, within the right of way described in Ordinance No. 19-03 and as shown on **Exhibit B** ("the St. Patrick Way Extension"). As an inducement to City entering into this Agreement, Developer desires to complete the entirety of the St. Patrick

Way Extension as part of the Project. Completion of the eastern third of the St. Patrick Way Extension is necessary to serve other anticipated development to the immediate east of the Project Site that may or may not take place prior to development of the Project Site. As set forth in detail in this Article, the parties, through the completion of the St. Patrick Way Extension, intend to facilitate the development of the Project Site and the properties to Project Site's east. In general, the parties intend that (a) if development of the Project commences prior to the completion of any portion of the St. Patrick Way Extension, Developer shall complete the construction of the St. Patrick Way Extension in conjunction with the development of the Project; and (b) if Developer has not yet commenced construction of the St. Patrick Way Extension, the City may elect to construct all or a portion of the St. Patrick Way Extension, all pursuant to the terms set forth in this Article.

Section 5.02 Developer's Obligation to Develop St. Patrick Way Extension in Conjunction with the Project. As more particularly described in this Section, if at the time Developer proceeds with development of the Project the entirety of the St. Patrick Way Extension has not been completed, Developer shall provide a substantial portion of the right of way necessary to construct St. Patrick Way to City and shall construct the St. Patrick Way improvements as set forth in this Section.

(a) Developer's Provision of Right of Way. Developer's obligations to provide the property for the St. Patrick Way right of way are as follows:

(1) Area 4A. Developer shall dedicate Area 4A (as identified on **Exhibit B**) to City for a portion of the future St. Patrick Way.

(2) Area 4B. Developer shall sell Area 4B (as identified on **Exhibit B**) to City at the price set forth in Section 5.02(b)(3) of this Agreement for a portion of the future St. Patrick Way.

(3) Areas 6 and 6-West. Developer shall sell Areas 6 and 6-West (as identified on **Exhibit B**) in fee simple to City at the price set forth in Section 5.02(b)(3) of this Agreement.

(4) Areas 1, 2, 3, and 5. Developer shall undertake good faith efforts to negotiate the sale of Areas 1, 2, 3, and 5 (as identified on **Exhibit B**) from the respective third-party property owners directly to City. All costs associated with acquiring Areas 1, 2, and 5, whether by negotiated sale from the third-party to City, or condemnation by City (as set forth in Section 5.02(b)(1) of this Agreement), shall be borne by Developer. All costs associated with acquiring Area 3, whether by negotiated sale from the third-party owner to City or condemnation by City (as set forth in Section 5.02(b)(1) of this Agreement), shall be borne by City. City shall have the right to approve the purchase price of Area 3, except

that City shall approve the purchase price if it does not exceed the property's fair market value, as determined by an appraiser mutually chosen by City and Developer. The costs of such an appraisal shall be borne equally by the Parties.

All dedications by Developer to City pursuant to this Section 5.02 of this Agreement shall be made on the final parcel or subdivision map or pursuant to separate grant deed prior to the commencement of construction of the residential or office portion of the Project, whichever is the first to occur. Developer shall deliver grant deeds for land or right of way that City will purchase directly from Developer pursuant to this Section prior to the commencement of construction of the residential or office portion of the Project, whichever is the first to occur.

(b) City's Obligations with Respect to Acquisition of St. Patrick Right of Way. City shall have the following obligations with respect to the acquisition of right of way for the St. Patrick Way Extension:

(1) Potential Condemnation of Areas 1, 2, 3, and 5. In the event Developer, despite reasonable efforts, cannot successfully negotiate City's acquisition of Areas 1, 2, 3, and 5 (as identified on **Exhibit B**), City shall use its eminent domain authority to acquire such property. In the event City acquires Areas 1, 2, or 5 pursuant to its eminent domain power, all costs of acquisition, including appraisal fees, attorneys' fees and expert witness fees, shall be paid by Developer and at no cost to City. The cost of City's acquisition of Area 3 pursuant to its eminent domain power, if any, shall be borne by City.

(2) Rights of Entry for Construction of St. Patrick Way. Upon request by Developer, City shall promptly issue to Developer and any contractors or subcontractors designated by Developer a license or similar right of access across Areas 1, 2, 3, 4A, 4B, 5, 6, and 6-West, if such lands are acquired or otherwise controlled by City, to facilitate the construction of the St. Patrick Way Improvements. Any such right of access granted by City shall remain in effect until City's acceptance of the St. Patrick Way Improvements.

(3) Payment for Areas 4B, 6, and 6-West. City shall pay Developer thirteen dollars (\$13) per square foot for Developer's granting of Areas 4B, 6, and 6-West to City. Payment shall be made to Developer upon City's acceptance of the St. Patrick Way Improvements as set forth in Section 5.02(c)(2) of this Agreement.

(4) Payment for Area 3. In the event Developer successfully negotiates the sale of Area 3 from the third-party property owner

directly to City pursuant to Section 5.02(a)(4) of this Agreement, City shall pay the purchase price directly to the third-party property owner.

(c) Construction and Acceptance of St. Patrick Way Improvements; Payment.

(1) Construction by Developer. Developer shall commence construction of St. Patrick Way and the related improvements, including a major storm drain line within St. Patrick Way, pursuant to plans and specifications approved by the City Engineer (the "St. Patrick Way Improvements"), concurrently with commencing construction of the residential or office portion of the Project, whichever is the first to occur. The roadway shall be completed and useable prior to any occupancy of the Project. As used herein, "St. Patrick Way Improvements" may refer to the construction of the entirety of St. Patrick Way and related improvements or to a portion thereof in the event City elects to construct a portion of St. Patrick Way pursuant to Section 5.03 of this Agreement.

(2) Acceptance by City. Immediately upon receipt of written notice from Developer that the St. Patrick Way Improvements are complete and that Developer is prepared to dedicate such improvements to City (the "Improvement Completion Notice"), City staff shall diligently inspect the St. Patrick Way Improvements and determine whether to (a) recommend to the City Council that it accept such improvements or (b) provide Developer with a punch list of specific deficiencies to correct before City will accept the St. Patrick Way Improvements (the "Punch List"). Any such deficiencies shall be limited to those necessary to complete the St. Patrick Way Improvements to City standards. In no event shall City staff take more than sixty (60) days from its receipt of the Improvement Completion Notice to determine whether to recommend acceptance of the St. Patrick Way Improvements to the City Council or to provide the Punch List to Developer. In the event City staff recommends acceptance of the St. Patrick Way Improvements to the City Council, the City Council shall promptly consider whether to accept such improvements. The City Council may refuse to accept the St. Patrick Way Improvements only if it finds that such improvements have not been constructed substantially in accordance with the approved plans and specifications.

(3) Payment by City. Within thirty (30) days of City's acceptance of the St. Patrick Way Improvements constructed by Developer, City shall reimburse Developer for all costs incurred by Developer in constructing that portion of the St. Patrick Way

Improvements lying within Areas 3, 4B, 6, and 6-West, provided that following City approval of the plans for the St. Patrick Way Improvements, Developer shall solicit bids from three (3) contractors to construct such improvements. Upon Developer entering into a construction contract, Developer and the City Engineer shall meet and confer in good faith to reasonably allocate the actual costs to complete such improvements among the Parties on a proportionate basis based upon each Party's respective share of the entire cost of the St. Patrick Way Improvements as set forth in this Agreement.

Section 5.03 City's Right to Elect to Construct Portions of St. Patrick Way. Notwithstanding anything to the contrary in this Agreement, City may, at any time prior to the commencement of construction of the St. Patrick Way Improvements by Developer, elect to construct, at its sole cost, those portions of the St. Patrick Way Improvements within Area 3, Area 4B, Area 6, and Area 6-West. Upon such election, which shall be noticed in writing pursuant to Section 13.09 of this Agreement (the "Notice of Election"), the Parties shall have the following obligations.

(a) Acquisition of Areas 2 and 3. If Developer has not previously negotiated the sale of Areas 2 and 3 to City pursuant to 5.02(a)(4), City shall acquire Areas 2 and 3 from the third-party owner, for use in connection with the St. Patrick Way Improvements and Developer shall have no further obligation to negotiate the acquisition of Areas 2 and 3 as otherwise required by Section 5.02(a)(4) of this Agreement.

(b) Dedication of Areas 4B, 6, and 6-West. Provided City has acquired Area 2 and Area 3 as set forth above, Developer shall dedicate Area 4B, Area 6, and Area 6-West (as identified on **Exhibit B**) to City, subject to any payment by City required by Section 5.03(c), for use as a portion of the future St. Patrick Way. Developer shall deliver a grant deed to City within thirty (30) days of receipt of the Notice of Election or within thirty (30) days of City's acquisition of both Area 2 and Area 3, whichever is the later to occur.

(c) Payments to City for Acquisition of Area 2. If at the time that City issues the Notice of Election, the City has already acquired Area 2 pursuant to Section 5.02(a)(4) and at no cost to the City, the City shall make the payments required by Section 5.02(b)(3) to compensate Developer for the dedication of Areas 4B, 6, and 6-West. In the event that City is required to condemn or negotiate the purchase of Area 2 pursuant to Section 5.03(a), Developer shall pay to the City the difference, if any, between the City's cost of acquiring Area 2 and the costs the City would have been required to pay to compensate Developer for the dedication of Areas 4B, 6, and 6-West pursuant to Section 5.02(b)(3). For example, if the cost of acquiring Area 2 is \$650,000 and if the cost of acquiring Areas

4B, 6, and 6-West at \$13 per square foot is \$300,000, Developer would pay City \$350,000. Any payment required by Developer pursuant to this subsection shall be made prior to issuance of the first building permit in the Project.

(d) Developer's Temporary Parking and Access Rights. Provided City has acquired Areas 2, 3, 4B, 6, and 6-West as set forth above, City shall promptly grant Developer a license or similar right to utilize on a temporary basis (i) Area 2 for vehicle and pedestrian ingress to and egress from the Project Site and for passenger car and truck parking associated with the Industrial Warehouse (as shown on **Exhibit C**); (ii) Area 6 West (as identified on **Exhibit B**) for ingress to and egress from the Project Site; and (iii) portions of Areas 3 and 4B for passenger car parking (as shown on **Exhibit C**) ("the Authorizations"). During the term of this Agreement, the Authorizations shall continue in effect but shall terminate upon Developer providing City with written notice that it is ready to commence construction of the residential or office portion of the Project or the issuance of the first building permit for the Project, whichever comes first. The Authorizations shall be of no further force and effect upon the termination of this Agreement, unless Developer has made the payment required by subsection (c) of this Section, in which case the Authorizations shall continue until such time as the City Council determines that the use of the lands is necessary for public roadway or other public purposes. If, after the termination of this Agreement, the City Council determines that the use of the lands subject to the Authorizations is necessary for public roadway or other public purposes, the Authorizations shall terminate, and Developer shall be entitled to no compensation for any loss of the right to use the lands subject to the Authorizations. Notwithstanding anything to the contrary in this Agreement, the provisions of this subsection shall survive the termination of this Agreement, and City may exercise its power of eminent domain to acquire any rights Developer may acquire pursuant to this subsection.

(e) City's Right to Construct Entirety of St. Patrick Way Extension. Notwithstanding anything to the contrary in this Agreement, in the event that City has completed a portion of the St. Patrick Way Extension pursuant to this Section 5.03, City may complete those portions of the St. Patrick Way Extension outside of Areas 3, 4B, 6, and 6-West ("the Western Improvements") provided that it compensates Developer for the acquisition of the necessary right of way from Developer, including any rights developer obtains pursuant to this Agreement. By agreeing to this provision, Developer does not waive any right to severance damages or damages for loss of business good will that it may incur in the event that City condemns the right of way for the Western Improvements. In the event that City does construct the Western Improvements pursuant to this subsection 5.03(e), Developer agrees to pay to City, prior to the issuance of the first building permit issued to Developer in the Project, an amount

equal to the City's costs of acquiring the right of way for the Western Improvements (but specifically excluding any compensation to Developer associated with severance damages or damages for loss of business good will) and all of the City's cost of constructing the Western Improvements. If the construction of the Western Improvements is part of a larger City project, upon City awarding a construction contract for such project, Developer and the City Engineer shall meet and confer in good faith to reasonably allocate the costs of construction between the Western Improvements and the remainder of the project.

(f) Developer's Continuing Obligation to Complete Remainder of St. Patrick Way Extension. In the event that the City elects to complete a portion of the St. Patrick Way Extension pursuant to this Section 5.03, Developer shall remain obligated to dedicate land for and construct the portion of St. Patrick Way Extension remaining incomplete. The terms of Section 5.02, to the extent then applicable, shall continue to apply.

ARTICLE 6 ADDITIONAL OBLIGATIONS OF DEVELOPER

Section 6.01 Storm Drain. In the event development of the BART Parcel necessitates the relocation of the storm drain crossing the BART Parcel (the "Storm Drain"), which serves to drain the Project Site and several neighboring parcels, Developer shall, within thirty (30) days of receipt of written notice from City, contribute up to thirty thousand dollars (\$30,000) to City or BART, as appropriate, toward the cost of relocating the Storm Drain. Provided, however, that Developer shall have no obligation to contribute any funds toward the cost of relocating the Storm Drain until any such relocation has been completed and accepted by City. This provision shall survive termination of this Agreement.

Section 6.02 Egress Easement for BART. Developer and the developer of the BART Parcel have agreed in concept to a shared driveway to serve both the Project and anticipated development on the BART Parcel. In the event development of the BART Parcel precedes development of the Project, and the BART project approvals necessitate vehicular and pedestrian egress across Developer's property for access to the proposed shared driveway to St. Patrick Way, Developer shall, within thirty (30) days of receipt of written notice from City, grant to the owner of the BART Parcel a private non-exclusive egress easement across a portion of the Property (depicted on **Exhibit D**) to allow a temporary driveway connection to be constructed and utilized. The shared driveway is illustrated on **Exhibit D** and the precise location of the easement is subject to refinement during final design. Developer shall have no obligation to grant an easement that would inhibit or obstruct the continued use and operation of the Industrial Warehouse. Developer shall not bear any of the costs associated with the preparation, execution, and recordation of the easement document.

ARTICLE 7 ADDITIONAL OBLIGATIONS OF CITY

Section 7.01 Availability of Public Services. To the maximum extent permitted by law and consistent with its authority, and at no cost to City, City shall cooperate with Developer in Developer's efforts to reserve such capacity for sewer, water, and other public services and to obtain related permits and approvals from other governmental or quasi-governmental entities as may be necessary to serve the Project.

ARTICLE 8 AMENDMENT

Section 8.01 Amendment of This Agreement.

(a) Amendment by Mutual Consent. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the Parties or their successors in interest, in accordance with the Development Agreement Statute.

(b) Administrative Agreement Amendments. Any amendment to this Agreement that does not relate to (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions, or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings, or (vi) monetary contributions by Developer, shall not, except to the extent otherwise required by law, require notice or public hearing before the Parties may execute an amendment hereto. Such amendment may be approved by the City Manager.

(c) Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval shall require an amendment to this Agreement. Instead, any such Subsequent Approvals automatically shall be vested pursuant to Section 3.01 of this Agreement.

ARTICLE 9 ASSIGNMENT, TRANSFER AND NOTICE

Section 9.01 Right to Assign. Developer may wish to sell, transfer or assign all or portions of its Property to other developers (each such other developer is referred to as a "Transferee"). In connection with any such sale, transfer or assignment to a Transferee, Developer may sell, transfer or assign to such Transferee any or all rights, interests and obligations of Developer arising hereunder and that pertain to the portion of the Property being sold or transferred, to such Transferee, provided, however, that: no such transfer, sale or assignment of Developer's rights, interests and obligations hereunder shall occur without prior written notice to City (the "Proposed Assignment Notice") and approval by the City Manager, which approval shall not be unreasonably withheld or delayed.

Section 9.02 Approval and Notice of Sale, Transfer or Assignment. The City Manager shall consider and decide on any transfer, sale or assignment within ten (10) days following City's receipt of the Proposed Assignment Notice, provided all necessary documents, certifications and other information are provided to the City Manager to enable the City Manager to determine whether the proposed Transferee can perform the Developer's obligations hereunder. The City Manager may refuse to give his consent only if, in light of the proposed transferee's reputation and financial resources, such transferee would not in City's reasonable opinion be able to perform the obligations proposed to be assumed by such transferee. Developer may appeal the City Manager's determination to the City Council. In the event the City Manager has not notified Developer of his or her decision regarding the proposed transfer, sale or assignment within ten (10) days of City's receipt of the Proposed Assignment Notice, provided the City Manager has received all necessary documents, Developer may deliver a subsequent Proposed Assignment Notice. If the City Manager has not notified Developer of his or her decision within ten (10) days of the City's receipt of the subsequent Proposed Assignment Notice, the City Manager shall be deemed to have approved such proposed transfer, sale or assignment. Notice of any such approved sale, transfer or assignment (which includes a description of all rights, interests and obligations that have been transferred and those which have been retained by Developer) shall be recorded in the official records of Alameda County, in a form acceptable to the City Manager, concurrently with such sale, transfer or assignment.

Section 9.03 Effect of Sale, Transfer or Assignment. Developer shall be released from any obligations hereunder sold, transferred or assigned to a Transferee pursuant to Section 9.01 of this Agreement, provided that: a) such sale, transfer or assignment has been approved by the City Manager pursuant to Section 9.01 of this Agreement; and b) such obligations are expressly assumed by Transferee and provided that such Transferee shall be subject to all the provisions.

Section 9.04 Permitted Transfer, Purchase or Assignment. The sale or other transfer of any interest in the Property to a purchaser ("Purchaser") pursuant to the exercise of any right or remedy under a deed of trust encumbering Developer's interest in the Property shall not require City Manager approval pursuant to the provision of Section 9.01 of this Agreement. Any subsequent transfer, sale or assignment by the Purchaser to a subsequent transferee, purchaser, or assignee shall be subject to the provisions of Section 9.01 of this Agreement.

ARTICLE 10 COOPERATION IN THE EVENT OF LEGAL CHALLENGE

Section 10.01 Cooperation.

- (a) In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of the Agreement or any Project

Approval or Subsequent Approval, the Parties shall cooperate in defending such action or proceeding. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement, the Project Approvals, or the Subsequent Approvals, if any, the Parties shall cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse City for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding. Developer's obligation to pay for City's legal counsel shall not extend to fees incurred on appeal unless otherwise authorized by Developer.

(b) The Parties agree that this Section shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the Parties agree to be bound by the terms of this Section, which shall survive such invalidation, nullification or setting aside.

ARTICLE 11 DEFAULT; REMEDIES; TERMINATION

Section 11.01 Defaults. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence ("Default Notice") shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of a default under this Agreement, the non-defaulting party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing party shall take no further action.

Section 11.02 Termination. If City elects to consider terminating this Agreement due to a material default of Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated sixty (60) days thereafter; provided, however, that if Developer files an action to

challenge City's termination of this Agreement within such sixty-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired).

Section 11.03 Annual Review.

(a) Review Date. The annual review date for this Agreement shall be July 15, 2004 and each July 15 thereafter (the "Annual Review").

(b) Initiation of Review. City's Community Development Director shall initiate the Annual Review, as required under Section 8.56.140 of Chapter 8.56 of the City Municipal Code, by giving to Developer thirty (30) days' written notice that City intends to undertake such review. The Annual Review shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code Section 65865.1 Developer shall provide evidence to the Community Development Director prior to the hearing on the Annual Review, as and when reasonably determined necessary by the Community Development Director, to demonstrate good faith compliance with the provisions of the Development Agreement. The burden of proof by substantial evidence of compliance is upon Developer.

(c) Notice. City shall use its best efforts to deposit in the mail and fax to Developer at least five (5) days prior to any Annual Review a copy of all staff reports and related exhibits to be used or relied upon in conducting the review concerning Developer's performance hereunder. Developer shall be permitted an opportunity to respond to City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the Community Development Director.

(d) Costs. The costs incurred by City in connection with the Annual Review shall be paid by Developer in accordance with the schedule of fees in effect at the time of review.

(e) Estoppel Certificate. Either party may, at any time, and from time to time, request written notice from the other party requesting such party to certify in writing that, (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (c) to the knowledge of the certifying party the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be

agreed to by the Parties. City Manager of City shall be authorized to execute any certificate requested by Developer. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default, provided that such party shall be deemed to have certified that the statements in clauses (a) through (c) of this Section are true, and any party may rely on such deemed certification.

Section 11.04 Enforced Delay; Extension of Time Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, terrorism, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, judicial decisions, or similar basis for executed performance which is not within the reasonable control of the party to be excused. Litigation attacking the validity of this Agreement or any of the Project Approvals or Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project pursuant to this Agreement, or Developer's inability to obtain materials, power, or public facilities (such as water or sewer service) to the Project, shall be deemed to create an excusable delay as to Developer. Upon the request of either party hereto, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be memorialized in writing. The term of such extension shall be equal to the period of the excusable delay, or longer, as may mutually agreed upon.

Section 11.05 Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the Parties, or to obtain any remedies consistent with the purpose of this Agreement. Notwithstanding the foregoing, in no event shall damages be awarded against City upon an event of default or upon termination of this agreement.

Section 11.06 Indemnification and Waiver. Developer shall defend City, its officers, employees and officials, against any claims or actions (including declaratory or injunctive relief) concerning the bidding on the contract for the construction of the St. Patrick Way Improvements on Developer's property or on Areas 1, 2, 3, and 5, whether owned by City or not, or the payment of wages pursuant to such contract, and shall indemnify and hold City harmless from any damages, charges, fees or penalties that may be awarded or imposed against City and/or Developer in connection with, or on account of, the bidding for the contract for the construction of the St. Patrick Way Improvements or the payment of wages pursuant to such contract. Notwithstanding the foregoing, in the event City constructs those portions of the St. Patrick Way Improvements within Areas 3, 4B, 6, and 6-West pursuant to Section 5.03 of this Agreement, the foregoing

provisions of this Section 11.06 shall not apply to any contracts related to such construction.

ARTICLE 12 NO AGENCY, JOINT VENTURE, OR PARTNERSHIP

It is specifically understood and agreed to by and between the Parties that: (i) the subject development is a private development; (ii) City has no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Project Approvals, Subsequent Approvals, and Applicable Law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer.

ARTICLE 13 MISCELLANEOUS

Section 13.01 Incorporation of Recitals and Introductory Paragraph.

The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

Section 13.02 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void, or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.

Section 13.03 Other Necessary Act. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals, and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder, including but not limited to any and all such instruments as may be necessary to grant Developer a reasonable right of access across any City-owned property so that Developer may construct the St. Patrick Way Improvements.

Section 13.04 Construction. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

Section 13.05 California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Section 13.06 Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and any other costs incurred in that proceeding in addition to any other relief to which it is entitled.

Section 13.07 Hold Harmless. Developer shall hold City and its elected and appointed officers, agents, employees, and representatives harmless from claims, costs, and liabilities for any personal injury, death, or property damage which is a result of the construction of the Project, or of operations performed under this Agreement by Developer or by Developer's contractors, subcontractors, agents or employees, whether such operations were performed by Developer or any of Developer's contractors, subcontractors, agents or employees. Nothing in this Section shall be construed to mean that Developer shall hold City harmless from any claims of personal injury, death or property damage arising from, or alleged to arise from, any act, failure to act, on the part of City, its elected and appointed representatives, offices, agents and employees.

Section 13.08 Agreement Runs with the Land. All of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring all or a portion of the Project Site, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Project Site hereunder (a) is for the benefit of the Project Site and is a burden upon the Project Site, (b) runs with the Project Site, and (c) is binding upon each party and each successive owner during its ownership of the Project Site or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such property.

Section 13.09 Notices. All notices required or provided for under this Agreement shall be in writing. Such notices shall be given to the Parties at their addresses set forth below:

If to City, to: Richard C. Ambrose
City Manager
City of Dublin
100 Civic Plaza
Dublin, CA 94569
Telephone: (925) 833-6650
Facsimile: (925) 833-6651

With Copies to: Meyers, Nave, Riback, Silver & Wilson
555 12th Street, Suite 1500
Oakland, CA 94607
Attn: John Bakker
Telephone: (510) 808-2000
Facsimile: (510) 444-1108

If to Developer, to: AMB Property Corporation
Pier 1, Bay 1
San Francisco, CA 94111
Attn: Luis Belmonte
Telephone: (415) 733-9404
Facsimile: (415) 394-9000

With Copies to: Morrison & Foerster LLP
101 Ygnacio Valley Road, Suite 450
Walnut Creek, CA 94596
Attn: David A. Gold
Telephone: (925) 295-3300
Telephone: (925) 946-9912

A party may change its address by giving notice in writing to the other party and thereafter all notices shall be addressed and transmitted to the new address. Notices shall be deemed given and received upon personal delivery, or if mailed, upon the expiration of forty-eight (48) hours after being deposited in the United States Mail. Notices may also be given by overnight courier which shall be deemed given the following day or by facsimile transmission which shall be deemed given upon verification of receipt.

Section 13.10 Entire Agreement, Counterparts and Exhibits. This Agreement may be executed in multiple counterparts and counterpart signature pages may be assembled to form a single original document. This Agreement consists of _____ pages and _____ exhibits which constitute in full, the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and the Developer.

The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A-1: Legal Description of Project Site

Exhibit A-2: Diagram of Project Site

Exhibit B: St. Patrick Way Right of Way Diagram

Exhibit C: Parking Diagram

Exhibit D: Egress Easement to St. Patrick Way

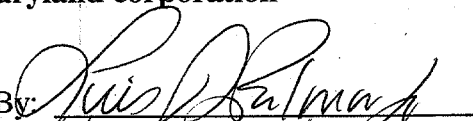
Section 13.11 Recordation of Development Agreement. Pursuant to California Government Code Section 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Alameda.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the day and year first above written.

CITY OF DUBLIN,
a municipal corporation

AMB PROPERTY CORPORATION,
a Maryland corporation

By: _____
Mayor

By: 
Name: LUIS A. BELMONTE
Its: EXECUTIVE VICE PRES

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

STATE OF

California)

) ss.

COUNTY OF

San Francisco

On March 30, 2004, before me Donna Rodriguez the undersigned notary public in and for said County and State, personally appeared

Luis A. Belmonte, Exec. Vice Pres.

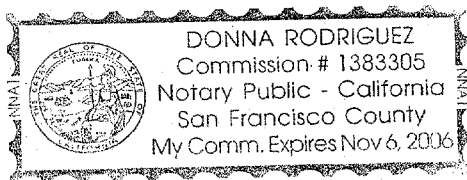
X

personally known to me [or]

proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



Donna Rodriguez
My commission expires on
11-06-06

STATE OF _____)

) ss.

COUNTY OF _____)

On _____, 2004, before me, _____ the undersigned notary public in and for said County and State, personally appeared _____,

_____ personally known to me [or]

_____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

My commission expires on

Exhibit A-1

Legal Description of Project Site

(see attached)

DESCRIPTION

CITY OF DUBLIN

PARCEL ONE:

PARCEL E OF PARCEL MAP 4224, FILED FEBRUARY 6, 1984, IN BOOK 143 OF MAPS, AT PAGE 6, ALAMEDA COUNTY RECORDERS OFFICE.

EXCEPTING THEREFROM:

THAT PORTION CONVEYED IN THE DEED FROM PETER B. BEDFORD AND KIRSTEN N. BEDFORD, HUSBAND AND WIFE, TO MOTOR LODGE ASSOCIATES, A CALIFORNIA GENERAL PARTNERSHIP, RECORDED FEBRUARY 21, 1984, SERIES NO. 84-33062, ALAMEDA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERN CORNER OF PARCEL C OF PARCEL MAP 1307, FILED JANUARY 29, 1976, IN BOOK 89 OF PARCEL MAPS, PAGE 8, ALAMEDA COUNTY RECORDS; THENCE ALONG THE SOUTHERN LINE OF SAID PARCEL C, NORTH 69° 08' 15" EAST, 239.05 FEET; THENCE LEAVING SAID LINE, SOUTH 20° 51' 45" EAST, 183.49 FEET TO THE SOUTHERN LINE OF PARCEL E (143 PM 6); THENCE ALONG THE LAST MENTIONED LINE, SOUTH 61° 24' 22" WEST, 9.66 FEET; SOUTH 78° 18' 18" WEST, 160.61 FEET; AND SOUTH 76° 24' 44" WEST, 67.63 FEET TO THE WESTERN LINE OF SAID PARCEL E (143 PM 6); THENCE ALONG THE LAST MENTIONED LINE, NORTH 20° 51' 45" WEST, 149.83 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

EASEMENT GRANTED TO BAYDALE, INC., A DELAWARE CORPORATION, IN THE "GRANT OF EASEMENT FOR JOINT USE ACCESS", RECORDED JANUARY 21, 1976, REEL 4233, IMAGE 390, OFFICIAL RECORDS, AS FOLLOWS:

AN ACCESS EASEMENT, NOT TO BE EXCLUSIVE, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THEREFORE, FOR THE JOINT BENEFIT OF THE GRANTOR AND GRANTEE IN, OVER, ALONG AND ACROSS THAT CERTAIN LAND SITUATED IN THE TOWNSHIP OF PLEASANTON, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERN LINE OF REGIONAL STREET, BEING THE PARCEL OF LAND DESCRIBED AS PARCEL 1 IN THE DEED FROM MOTEL INTERSTATE SYSTEMS, INC., TO THE COUNTY OF ALAMEDA, RECORDED MARCH 8, 1971, IN REEL 2802, AT IMAGE 484, RECORDER'S SERIES NO. 71-26256, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, AT ITS INTERSECTION WITH THE NORTHWESTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM BAYDALE, INC., A DELAWARE CORPORATION, TO AMFAC MERCHANDISING CORPORATION, A CALIFORNIA CORPORATION, FORMERLY RHODES WESTERN, INC., A CORPORATION, RECORDED APRIL 12, 1972, IN REEL 3104, AT IMAGE 883, RECORDER'S SERIES NO. 72-47311, OFFICIAL RECORDS OF ALAMEDA COUNTY, STATE OF CALIFORNIA; THENCE THROUGH A PORTION OF THE LAST NAMED PARCEL OF LAND AND ALONG THE LAST NAMED NORTHWESTERN LINE, NORTH 69° 08' 15" EAST, 329.29 FEET; THENCE ALONG THE NORTHEASTERN LINE OF LAST NAMED PARCEL OF LAND, SOUTH 20° 51' 45" EAST, 40.00 FEET; THENCE ALONG A LINE LYING 40 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM AND PARALLEL WITH THE ABOVE NAMED NORTHWESTERN LINE, SOUTH 69° 08' 15" WEST, 329.29 FEET, TO THE NORTHEASTERN LINE OF SAID PARCEL OF LAND DESCRIBED AS PARCEL 1 TO THE COUNTY OF ALAMEDA, SERIES NO. 71-26256; THENCE ALONG THE LAST NAMED LINE, NORTH 20° 51' 45" WEST, 40.00 FEET TO THE POINT OF BEGINNING.

DESCRIPTION

RESERVING UNTO GRANTOR, THE SAME RIGHTS AND PRIVILEGES GRANTED TO GRANTEE BY THIS DESCRIPTION OVER THE SAME PARCEL OF LAND.

PARCEL THREE:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OF TRUCKS AND AUTOMOBILES, APPURTENANT TO PARCEL ONE, AS CREATED, DEFINED AND DESCRIBED IN THAT CERTAIN GRANT OF EASEMENTS AND RELATED AGREEMENTS BETWEEN LIBERTY HOUSE PROPERTIES, A CALIFORNIA LIMITED PARTNERSHIP, AND KI DUBLIN BOULEVARD, INC., AN ILLINOIS CORPORATION, RECORDED OCTOBER 4, 1994, SERIES NO. 94-323681, UPON THE TERMS, CONDITIONS CONTAINED IN ARTICLE II THEREIN, OVER THE FOLLOWING DESCRIBED PROPERTY, IDENTIFIED HEREAFTER AS PARCELS THREE A, THREE B, THREE C:

PARCEL THREE A:

BEING A PORTION OF LOT C, AS SAID LOT C IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP NO. 4224 RECORDED FEBRUARY 6, 1984, IN BOOK 143 OF MAPS, AT PAGE 6, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERN CORNER OF SAID LOT C;

THENCE FROM SAID POINT OF BEGINNING, ALONG THE WESTERN LINE OF SAID LOT C, NORTH 20° 51' 45" WEST, 25.00 FEET;

THENCE LEAVING SAID WESTERN LINE, NORTH 69° 08' 15" EAST, 237.00 FEET;

THENCE NORTH 53° 24' 20" EAST, 221.29 FEET TO A POINT ON THE EASTERN LINE OF SAID LOT C;

THENCE ALONG SAID EASTERN LINE, THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 20° 51' 45" EAST, 28.66 FEET;
- 2) ALONG A TANGENT 34.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 35° 57' 02", AN ARC LENGTH OF 21.33 FEET; AND
- 3) ALONG A REVERSE 50.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 74° 54' 43" EAST, THROUGH A CENTRAL ANGLE OF 44° 01' 37", AN ARC LENGTH OF 38.42 FEET TO THE SOUTHEASTERN CORNER OF SAID LOT C;

THENCE FROM SAID SOUTHEASTERN CORNER, ALONG THE SOUTHERN LINE OF SAID LOT C, SOUTH 69° 08' 15" WEST, 434.50 FEET TO SAID POINT OF BEGINNING.

PARCELS THREE B AND THREE C:

BEING A PORTION OF LOT B, AS SAID LOT B IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP NO. 4224, RECORDED FEBRUARY 6, 1984, IN BOOK 143 OF MAPS, AT PAGE 6, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, COMPRISED OF TWO (2) PARCELS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, AND IDENTIFIED AS PARCELS THREE B AND THREE C:

DESCRIPTION

PARCEL THREE B

COMMENCING AT THE SOUTHWESTERN CORNER OF SAID LOT B;

THENCE FROM SAID POINT OF COMMENCEMENT, ALONG THE WESTERN LINE OF SAID LOT B, NORTH 20° 51' 45" WEST, 20.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE FROM SAID POINT OF BEGINNING, LEAVING SAID WESTERN LINE, NORTH 69° 08' 15" EAST, 21.00 FEET;

THENCE SOUTH 20° 51' 45" EAST, 20.00 FEET TO A POINT ON THE SOUTHERN LINE OF SAID LOT B;

THENCE ALONG SAID SOUTHERN LINE, NORTH 69° 08' 15" EAST, 25.00 FEET;

THENCE LEAVING SAID SOUTHERN LINE, NORTH 20° 51' 45" WEST, 20.00 FEET;

THENCE NORTH 69° 08' 15" EAST, 84.00 FEET;

THENCE SOUTH 65° 51' 45" EAST, 21.21 FEET;

THENCE NORTH 69° 08' 15" EAST, 160.00 FEET;

THENCE NORTH 33° 35' 59" EAST, 25.81 FEET;

THENCE NORTH 69° 08' 15" EAST, 80.00 FEET;

THENCE SOUTH 20° 51' 45" EAST, 20.00 FEET TO A POINT ON SAID SOUTHERN LINE;

THENCE ALONG SAID SOUTHERN LINE, NORTH 69° 08' 15" EAST, 80.00 FEET;

THENCE LEAVING SAID SOUTHERN LINE, NORTH 20° 51' 45" WEST, 45.00 FEET;

THENCE SOUTH 69° 08' 15" WEST, 172.60 FEET;

THENCE SOUTH 33° 35' 59" WEST, 27.53 FEET;

THENCE SOUTH 69° 08' 15" WEST, 120.00 FEET;

THENCE SOUTH 86° 07' 42" WEST, 37.64 FEET;

THENCE SOUTH 74° 19' 55" WEST, 55.23 FEET;

THENCE SOUTH 69° 08' 15" WEST, 80.00 FEET TO A POINT ON SAID WESTERN LINE;

THENCE ALONG SAID WESTERN LINE, SOUTH 20° 51' 45" EAST, 25.00 FEET TO SAID POINT OF BEGINNING.

PARCEL THREE C:

COMMENCING AT THE SOUTHEASTERN CORNER OF SAID LOT B;

DESCRIPTION

THENCE FROM SAID POINT OF COMMENCEMENT, ALONG THE SOUTHERN LINE OF SAID LOT B, SOUTH 69° 08' 15" WEST, 108.29 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE FROM SAID POINT OF BEGINNING, LEAVING SAID SOUTHERN LINE, NORTH 20° 51' 45" WEST, 45.00 FEET;

THENCE NORTH 69° 08' 15" EAST, 17.40 FEET;

THENCE NORTH 58° 26' 23" EAST, 92.50 FEET TO A POINT ON THE EASTERN LINE OF SAID LOT B;

THENCE ALONG SAID EASTERN LINE, SOUTH 20° 51' 45" EAST, 25.00 FEET;

THENCE LEAVING SAID EASTERN LINE, SOUTH 57° 29' 22" WEST, 85.04 FEET;

THENCE SOUTH 20° 51' 45" EAST, 20.00 FEET TO A POINT ON SAID SOUTHERN LINE;

THENCE ALONG SAID SOUTHERN LINE, SOUTH 69° 08' 15" WEST, 25.00 FEET TO SAID POINT OF BEGINNING.

PARCEL FOUR:

NON-EXCLUSIVE RECIPROCAL UTILITY EASEMENTS, APPURTENANT TO PARCEL ONE, AS CREATED, DEFINED AND DESCRIBED IN THAT CERTAIN GRANT OF EASEMENTS AND RELATED AGREEMENTS BETWEEN LIBERTY HOUSE PROPERTIES, A CALIFORNIA LIMITED PARTNERSHIP, AND KI DUBLIN BOULEVARD, INC., AN ILLINOIS CORPORATION, RECORDED OCTOBER 4, 1994, SERIES NO. 94-323681, UPON THE TERMS AND CONDITIONS CONTAINED IN SAID INSTRUMENT, AT ARTICLE III THEREOF.

PARCEL FIVE:

AN EASEMENT TO ERECT, INSTALL, MAINTAIN, REPAIR AND REPLACE MONUMENT SIGNS APPURTENANT TO PARCEL ONE, AS CREATED, DEFINED IN THAT CERTAIN GRANT OF EASEMENTS AND RELATED AGREEMENTS BETWEEN LIBERTY HOUSE PROPERTIES, A CALIFORNIA LIMITED PARTNERSHIP AND KI DUBLIN BOULEVARD INC., AN ILLINOIS CORPORATION, RECORDED OCTOBER 4, 1994, SERIES NO. 94-323681, UPON THE TERMS, CONDITIONS CONTAINED THEREIN AT ARTICLE IV THEREOF.

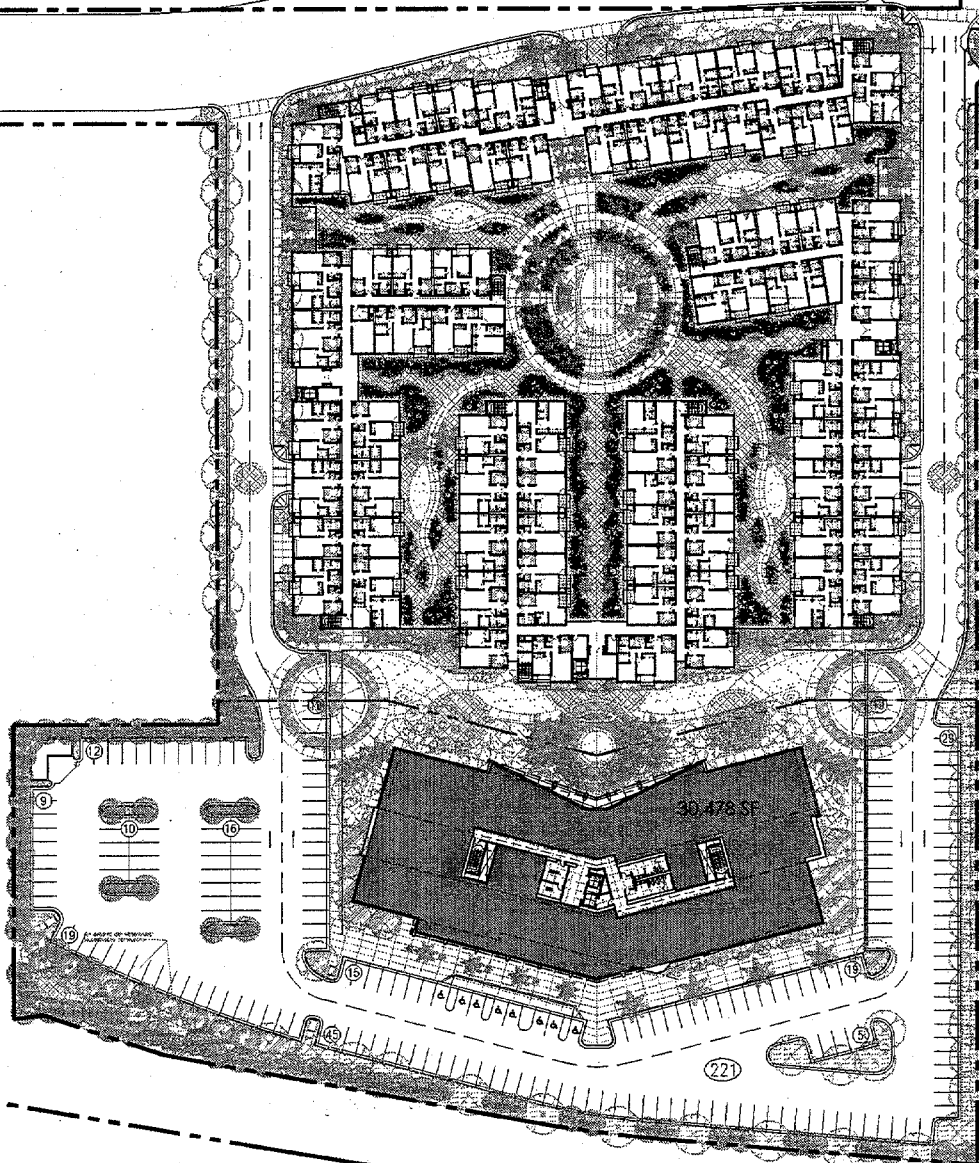
ASSESSOR'S PARCEL NO. 941-1500-047-02

Exhibit A-2

Diagram of Project Site

(see attached)

ST. PATRICK'S WAY



INTERSTATE 580

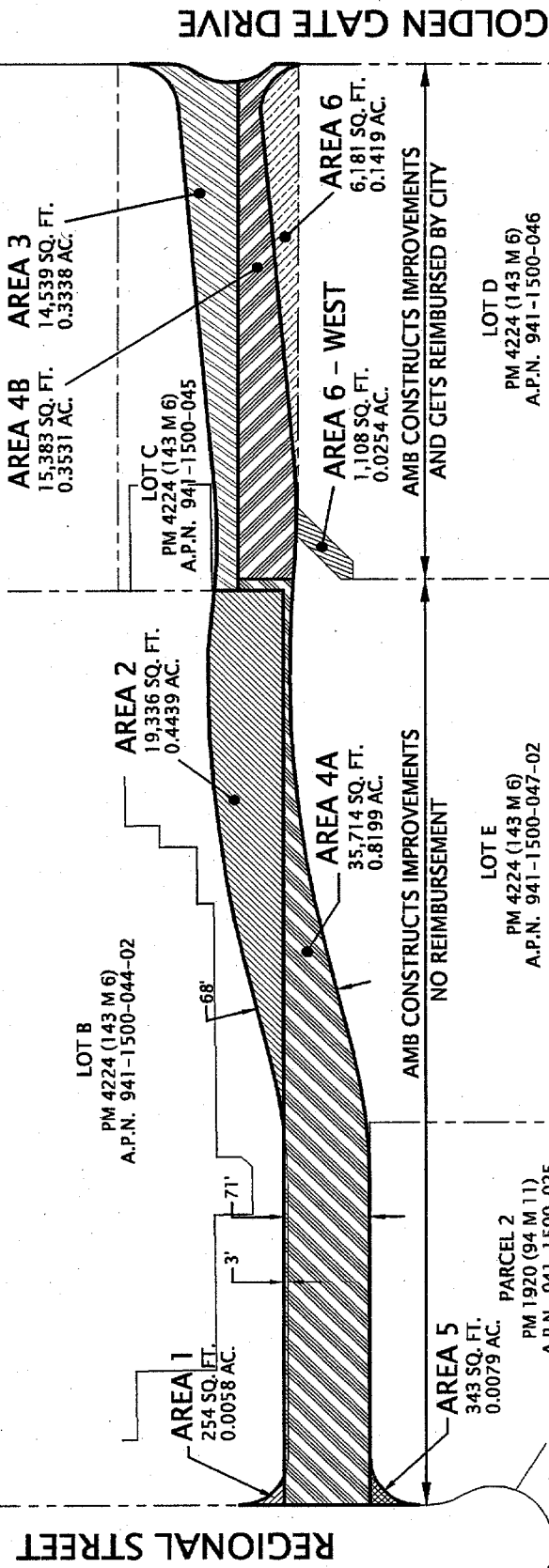
Exhibit B

St. Patrick Way Right of Way Diagram

(see attached)

DEVELOPMENT AGREEMENT RIGHT OF WAY EXHIBIT FOR ST. PATRICK WAY

SCALE: 1" = 150'



NOTE: SQUARE FOOTAGES FOR EACH OF THE 6 AREAS ARE APPROXIMATE

KIER & WRIGHT

CIVIL ENGINEERS & SURVEYORS, INC.
1233 Quarry Lane, suite 145 (925) 249-6555
Pleasanton, California 94566 Fax (925) 249-6563

Exhibit C

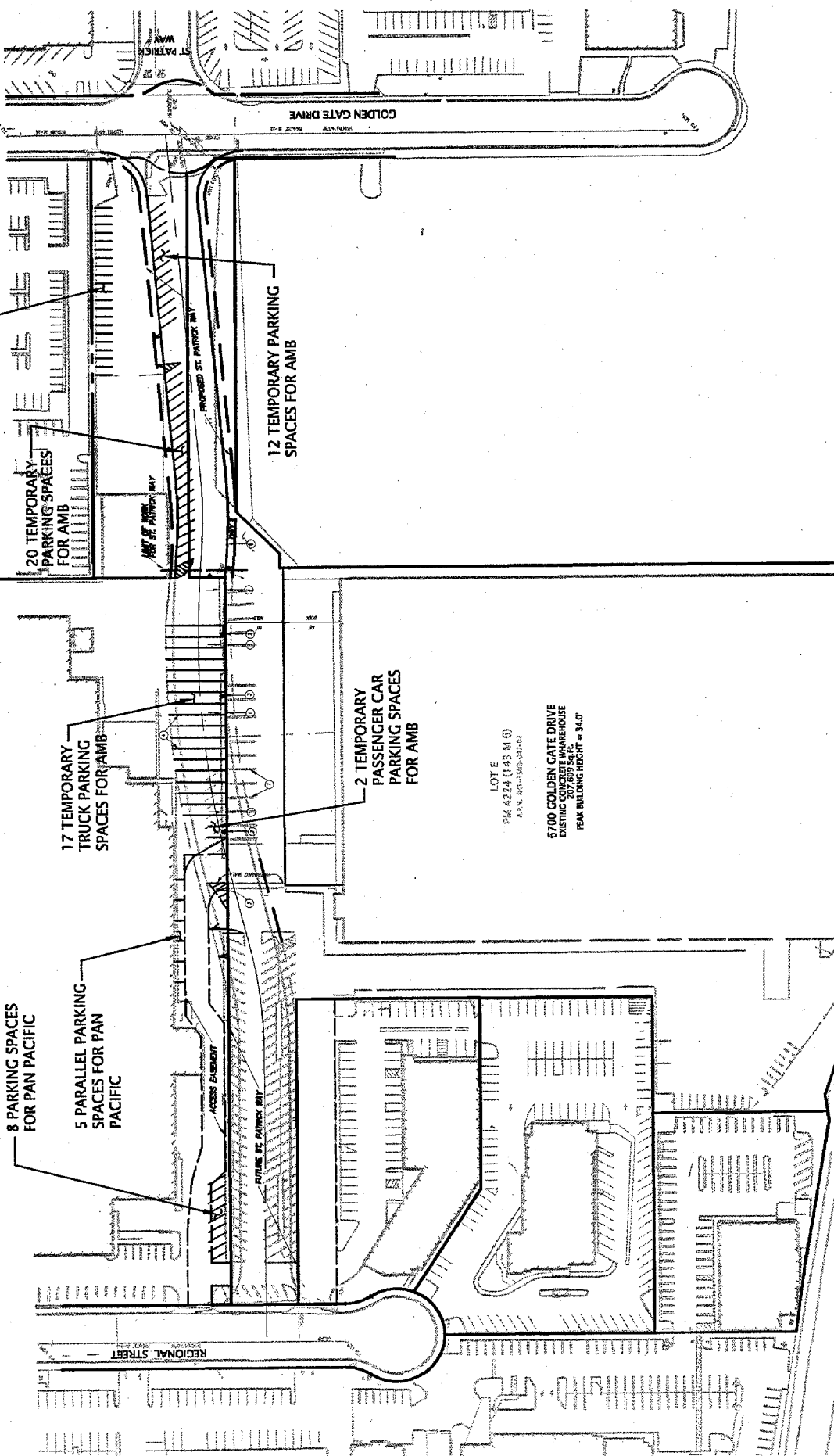
Parking Diagram

(see attached)

TEMPORARY TRUCK STAGING FOR AMB PROPERTIES

SCALE: 1" = 150'

- ① BRIDGE OVER 6 IN. VESICONS
- ② BRIDGE STANDING WALL
- ③ BRIDGE OVER 6 IN. VESICONS
- ④ BRIDGE OVER 6 IN. VESICONS
- ⑤ BRIDGE OVER 6 IN. VESICONS
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LOT E
PM 4224 (143 M 6)
S.P.N. 531-186-001-02

6700 GOLDEN GATE DRIVE
EXISTING 207,889 S.F.
PEAK BUILDING HEIGHT = 34.0'

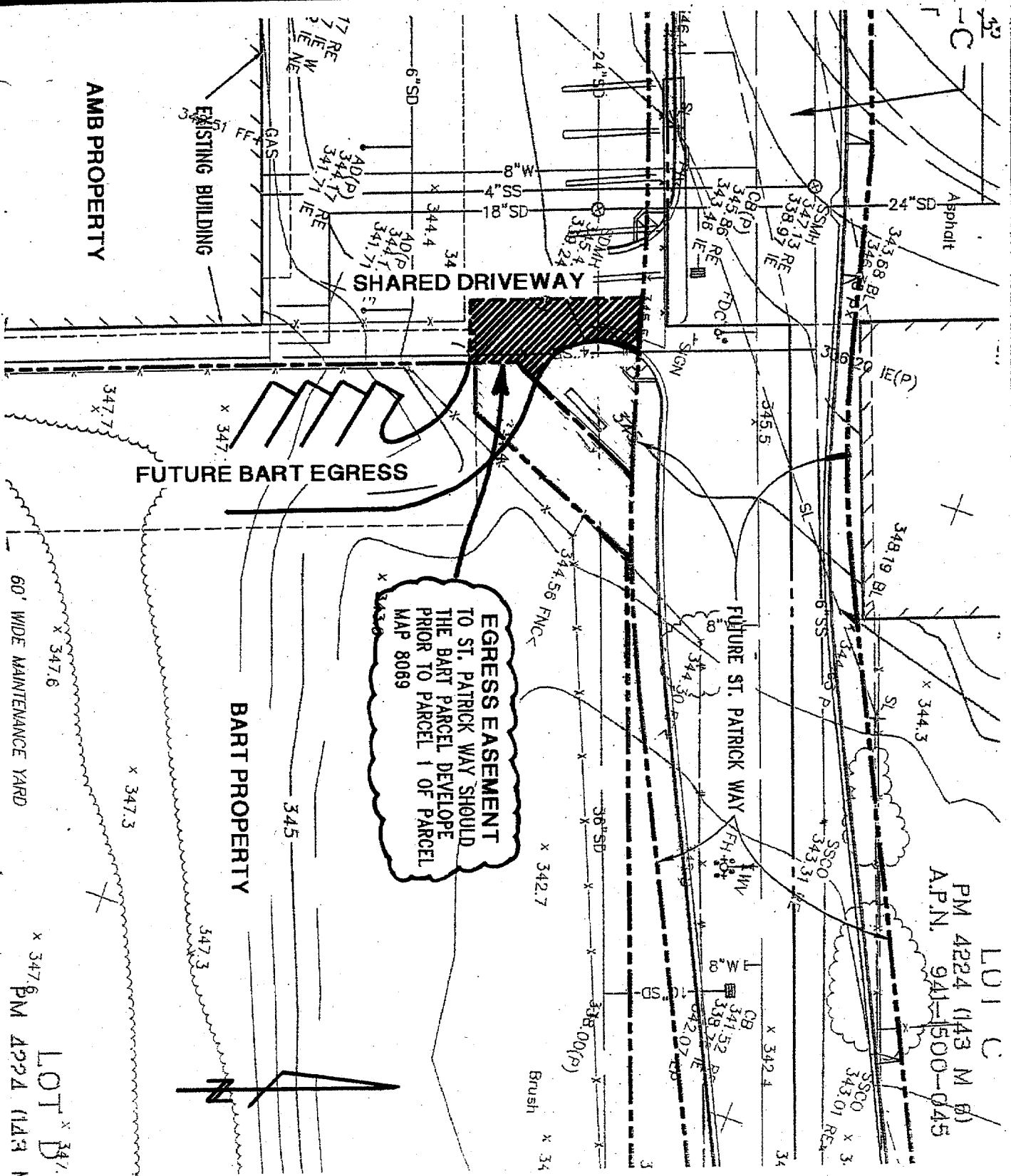
KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
1233 Quarry Lane, Suite 145 (925) 249-6555
Pleasanton, California 94566 Fax (925) 249-6563

Z:\2003\A01862\A01862-parking-staging.dwg 2/2/2004 10:39:38 AM PST

Exhibit D

Egress Easement to St. Patrick Way

(see attached)



KIER & WRIGHT
 CIVIL ENGINEERS & SURVEYORS, INC.
 1233 Quarry Lane, suite 145 (925) 246-8555
 Pleasanton, California 94566 Fax (925) 246-8563

EGRESS EASEMENT
TO
ST. PATRICK WAY
 CONTRACT

SCALE 1" = 40'
 DATE 03-08-04
 BY DAR
 JOB NO. A01604



-Via Email-

February 14, 2014

Ms. Linda Smith
Acting Assistant City Manager
City of Dublin
100 Civic Plaza
Dublin, CA 94568

**RE: DEVELOPMENT AGREEMENT EXTENSION
6700 GOLDEN GATE DRIVE
DUBLIN, CALIFORNIA**

Dear Linda,

Pursuant to our recent discussions, Prologis (formerly AMB Property Corporation) respectfully requests an extension to the original development agreement to allow for additional time to process the redevelopment of the site.

As you know, we have been actively pursuing the property redevelopment during the past several years. We have managed our leasing to accommodate near term redevelopment and we have identified a strong developer to take on the project. We had the property in contract to sell in 2008 and unfortunately, due to the recession and the severe downturn in the housing market, the sale did not go through. For the past five years we have monitored market conditions and discussed the potential sale with brokers and potential developers, but the market conditions did not make a sale during that period feasible. It is only recently that the site's value has come back to a level that redevelopment of the site makes sense versus the continued industrial use which is currently in place.

We appreciate you and the City working with us. We look forward to proceeding quickly to maintain the schedule we discussed in our meeting last week.

Best regards,

Mark Hansen
Senior Vice President, Investment Officer

ORDINANCE NO. xx - 14

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

**APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF DUBLIN AND PROLOGIS, INC. TO ALLOW FOR AN EIGHTEEN MONTH TIME
EXTENSION WITH CONDITIONS
PLPA-2014-00006**

THE CITY COUNCIL OF THE CITY OF DUBLIN DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. RECITALS

A. Prologis has made a request for a time extension to the existing Development Agreement ("Amendment No. 1 to Development Agreement between the City of Dublin and Prologis, Inc (formerly known as AMB Property Corporation") for the project known as the West Dublin Transit Village), which is located at 6700 Golden Gate Drive (APN 941-1500-04-04); and

B. The existing Development Agreement vested the Site Development Review and Tentative Map approvals that were granted in 2004 for a ten year period and will expire on June 3, 2014 unless extended before that time; and

C. The Developer requested an extension and City Staff supports three consecutive six month extensions (eighteen months total) assuming that certain conditions can be met; and

D. On April 20, 2004, the City Council adopted Resolution 67-04, adopting a Mitigated Negative Declaration (MND) and Mitigation Monitoring Program for the AMB Properties Transit Village Project (PA 02-003). Approval of the Development Agreement was an action covered by the MND and therefore an extension to the time period that the Development Agreement is effective does not require additional environmental review; and

E. The Planning Commission held a public hearing on the proposed Development Agreement Amendment on March 25, 2014 for which public notice was given by law; and

F. The Planning Commission made its recommendation to the City Council for approval of the Development Agreement Amendment by Resolution 14-13.

G. A public hearing on the proposed Development Agreement Amendment was held before the City Council on April 1, 2014 for which public notice was given as provided by law.

H. The City Council has considered the recommendation of the Planning Commission, including the Planning Commission's reasons for its recommendation, the City Council Staff Report dated April 1, 2014, all comments received in writing, and all testimony received at the public hearing.

Section 2. FINDINGS AND DETERMINATIONS

Therefore, on the basis of: (a) the foregoing Recitals which are incorporated herein, (b) the City of Dublin General Plan; (c) the Staff Report; and on the basis of the specific conclusions set forth below, the City Council finds and determines that:

1. The proposed Development Agreement Amendment is consistent with the objectives, policies, general land uses and programs specified in the General Plan and Downtown Dublin Specific Plan in that: a) the General Plan and Downtown Dublin Specific Plan land use designation for the subject site is Downtown Dublin – Transit Oriented District and is consistent with those designations; and b) the project is consistent with the fiscal policies in relation to provision of infrastructure and public services of the City's Downtown Dublin Specific Plan/General Plan.

2. The proposed Development Agreement Amendment is compatible with the uses authorized in, and the regulations prescribed for, the land use districts in which the real property is located.

3. The proposed Development Agreement Amendment is in conformity with public convenience, general welfare, and good land use practice in that the Applicant's proposed project will implement land use guidelines that were in place at the time the project was approved.

4. The proposed Development Agreement Amendment will not be detrimental to the health, safety, and general welfare in that the development will proceed in accordance with the General Plan, Downtown Dublin Specific Plan, Project Approvals, and any Conditions of Approval for the proposed project.

5. The proposed Development Agreement Amendment will not adversely affect the orderly development of the property or the preservation of property values in that the development will be consistent with the City of Dublin General Plan, Downtown Dublin Specific Plan, and future Project Approvals.

Section 3. APPROVAL

The City Council hereby approves the Development Agreement Amendment (Exhibit A-1 to the Ordinance) and authorizes the City Manager to execute it.

Section 4. RECORDATION

Within ten (10) days after the Development Agreement is fully executed by all parties, the City Clerk shall submit the Agreement to the County Recorder for recordation.

Section 5. EFFECTIVE DATE AND POSTING OF ORDINANCE

This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk of the City of Dublin shall cause the Ordinance to be posted in at least three (3) public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED AND ADOPTED BY the City Council of the City of Dublin, on this _____ day of _____, 2014 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RECORDING REQUESTED BY:

CITY OF DUBLIN

When Recorded Mail To:

City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568

Fee Waived per GC 27383

Space above this line for Recorder's use

AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT

BETWEEN THE

CITY OF DUBLIN

AND

PROLOGIS, INC. (f/k/a AMB PROPERTY CORPORATION)

(WEST DUBLIN TRANSIT VILLAGE)

THIS AMENDMENT ("Amendment") is made and entered into on this ____ day of _____, 2014, by and between the City of Dublin, a Municipal Corporation (hereafter "City"), and Prologis, Inc. (f/k/a AMB Property Corporation), a Maryland corporation (hereafter "Developer"), pursuant to the authority of §§ 65864 et seq. of the California Government Code and Dublin Municipal Code, Chapter 8.56.

RECITALS

1. California Government Code §§ 65864 et seq. and Chapter 8.56 of the Dublin Municipal Code (hereafter "Development Agreement Statutes") authorize the City to enter into an agreement for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property.
2. Developer desires to develop and holds legal interest in certain real property consisting of approximately 9.07 acres of land, located in the City of Dublin, County of Alameda, State of California, which is more particularly described in Exhibit 1 attached hereto and incorporated herein by this reference, and which real property is hereafter called the "Project Site."
3. City and Developer entered into that certain "Development Agreement Between the City of Dublin and AMB Property Corporation" dated June 3, 2004 and recorded in the Official Records of Alameda County ("Official Records") on June 11, 2004 as document number 2004-261599 ("Agreement").
4. In conjunction with the Agreement, Developer applied for, and City approved various land use entitlements for the development of the Project Site, including an amendment to the General Plan (City Council Resolution No. 228-00), an amendment to the West Dublin BART Specific Plan (City Council Resolution No. 227-00), PD District rezoning and related Stage 1 and Stage 2 development plans (City Council Ordinance No. 17-04), Site Development Review (City Council Ordinance No. 66-04), and a Vesting Parcel Map covering the Project Site (City Council Resolution No. 66-04) (collectively, "the Project Approvals").
5. Effective as of June 3, 2011, AMB Property Corporation, the Developer under the Agreement, changed its name to "Prologis, Inc.". Prologis, Inc. is the current Developer

and owner of the Project Site and, therefore, is subject to all rights and obligations of Developer under the Agreement.

6. Developer intends to submit applications to the City for land use entitlements required to build a proposed new development project on the Project Site consisting of both residential and office uses ("New Project").

7. Developer and the City desire to amend the Agreement to include options for three six (6) month extensions of the Term for a total of eighteen (18) months. Developer has an option to extend the Term for two additional periods of six (6) months each (maximum twelve (12) month total), subject to certain terms and conditions. The City has the option, in its discretion, to extend the Term for an additional six (6) months beyond the total twelve month extension under Developer's option, subject to certain terms and conditions.

8. The Development Agreement Statutes and Article 8 of the Agreement authorize an amendment to the Agreement in accordance with certain conditions and procedures.

9. On _____, the Planning Commission adopted Resolution No. 14-XX recommending that the City Council adopt this Amendment.

10. On _____, 2014, the City Council of the City of Dublin adopted Ordinance No. _____ approving this Amendment ("Ordinance"). The Ordinance took effect on _____, 2014.

11. In approving the Ordinance, the City Council found that the environmental impacts of this Amendment were addressed by the Mitigated Negative Declaration adopted by City Council Resolution No. 67-04 in conjunction with the approval of the Agreement and Project Approvals. Therefore, no further environmental review for the Amendment is required under the California Environmental Quality Act.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

AGREEMENT

Section 1. Section 2.02 of the Agreement is amended to read in its entirety as follows:

4.2 Term. The term of this Agreement shall commence on the Effective Date and extend ten (10) years thereafter (“Term”) unless otherwise terminated, extended, or modified by the terms of this Agreement.

Developer has an option to extend the Term up to a maximum of twelve (12) months through two six (6) month extensions in accordance with the following provisions. The first six (6) month extension (“First Extension”) shall be approved by City staff if the Developer has submitted a preliminary application and conceptual designs for land use entitlements for the New Project in accordance with the requirements of City staff on or before May 23, 2014. A second six (6) month extension commencing on the date of the expiration of the First Extension (“Second Extension”) shall be approved by City staff upon satisfaction of the following conditions: (a) the determination by City staff, at least fifteen (15) business days prior to the expiration of the First Extension, that all required planning applications for land use entitlements for the New Project (“Land Use Entitlements”) are complete and ready to be scheduled for the first public hearing (“Completeness Determination”); and (b) the payment by Developer of One Hundred Thousand Dollars (\$100,000) to the City within eight (8) business days of the Completeness Determination.

The City has an option to approve a third six (6) month extension commencing on the date of the expiration of the Second Extension (“Third Extension”) upon satisfaction of the following conditions: (aa) the determination by City staff, at least fifteen (15) days prior to the expiration of the Second Extension, that the Developer is proceeding diligently and in good faith to obtain final approvals for the Land Use Entitlements so that, if approved by the City, the Land Use Entitlements will be in effect at least ten (10) business days prior to the expiration of the Third Extension (“Good Faith Determination”); and (bb) the payment by Developer of One Hundred Thousand Dollars (\$100,000) to the City within eight (8) business days of the Good Faith Determination.

All extensions to the Term under this Section must take effect before the Agreement expires and a document

evidencing approval of an extension of the Term shall be prepared by City staff, signed by the parties, and recorded in the Official Records.

Section 3. Effect of Amendment. Except as specifically amended or modified herein, the Agreement shall continue in full force and effect according to its terms.

Section 4. Defined Terms. Defined terms have the same meaning in this Amendment as in the Agreement unless otherwise specifically defined, modified or amended in this Amendment.

Section 5. Effective Date of Amendment. This Amendment shall become effective upon the date that the Ordinance becomes effective (the "Amendment Effective Date").

Section 6. Recordation. City shall record an executed copy of this Amendment in the Official Records within ten (10) days after the Amendment Effective Date.

Section 7. Authorized Signatory. The City Manager is authorized to execute on behalf of the City this Amendment and any extensions of the Term approved under Section 1 of this Amendment.

IN WITNESS WHEREOF this Amendment has been entered into by and between Developer and City as of the day and year first above written

CITY OF DUBLIN:

By: _____ Date: _____
Christopher L. Foss, City Manager

ATTEST:

By: _____ Date: _____
Caroline Soto, City Clerk

APPROVED AS TO FORM:

John Bakker, City Attorney

PROLOGIS, INC.
A Maryland Corporation

By: _____ Date: _____
Mark Hansen
Its: Senior Vice President

(NOTARIZATION ATTACHED)

Exhibit 1

Legal Description of Project Site

2251747.1

ORDINANCE NO. xx - 14

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

**APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF DUBLIN AND PROLOGIS, INC. TO ALLOW FOR AN EIGHTEEN MONTH TIME
EXTENSION WITH CONDITIONS
PLPA-2014-00006**

THE CITY COUNCIL OF THE CITY OF DUBLIN DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. RECITALS

A. Prologis has made a request for a time extension to the existing Development Agreement ("Amendment No. 1 to Development Agreement between the City of Dublin and Prologis, Inc (formerly known as AMB Property Corporation") for the project known as the West Dublin Transit Village), which is located at 6700 Golden Gate Drive (APN 941-1500-04-04); and

B. The existing Development Agreement vested the Site Development Review and Tentative Map approvals that were granted in 2004 for a ten year period and will expire on June 3, 2014 unless extended before that time; and

C. The Developer requested an extension and City Staff supports three consecutive six month extensions (eighteen months total) assuming that certain conditions can be met; and

D. On April 20, 2004, the City Council adopted Resolution 67-04, adopting a Mitigated Negative Declaration (MND) and Mitigation Monitoring Program for the AMB Properties Transit Village Project (PA 02-003). Approval of the Development Agreement was an action covered by the MND and therefore an extension to the time period that the Development Agreement is effective does not require additional environmental review; and

E. The Planning Commission held a public hearing on the proposed Development Agreement Amendment on March 25, 2014 for which public notice was given by law; and

F. The Planning Commission made its recommendation to the City Council for approval of the Development Agreement Amendment by Resolution 14-13.

G. A public hearing on the proposed Development Agreement Amendment was held before the City Council on _____, 2014 for which public notice was given as provided by law.

H. The City Council has considered the recommendation of the Planning Commission, including the Planning Commission's reasons for its recommendation, the City Council Staff Report dated April 1, 2014, all comments received in writing, and all testimony received at the public hearing.

Section 2. FINDINGS AND DETERMINATIONS

Therefore, on the basis of: (a) the foregoing Recitals which are incorporated herein, (b) the City of Dublin General Plan; (c) the Staff Report; and on the basis of the specific conclusions set forth below, the City Council finds and determines that:

1. The proposed Development Agreement Amendment is consistent with the objectives, policies, general land uses and programs specified in the General Plan and Downtown Dublin Specific Plan in that: a) the General Plan and Downtown Dublin Specific Plan land use designation for the subject site is Downtown Dublin – Transit Oriented District and is consistent with those designations; and b) the project is consistent with the fiscal policies in relation to provision of infrastructure and public services of the City's Downtown Dublin Specific Plan/General Plan.

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3. The proposed Development Agreement Amendment is in conformity with public convenience, general welfare, and good land use practice in that the Applicant's proposed project will implement land use guidelines that were in place at the time the project was approved.

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AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RECORDING REQUESTED BY:

CITY OF DUBLIN

When Recorded Mail To:

City Clerk
City of Dublin
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Fee Waived per GC 27383

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AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT

BETWEEN THE

CITY OF DUBLIN

AND

PROLOGIS, INC. (f/k/a AMB PROPERTY CORPORATION)

(WEST DUBLIN TRANSIT VILLAGE)

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The City has an option to approve a third six (6) month extension commencing on the date of the expiration of the Second Extension ("Third Extension") upon satisfaction of the following conditions: (aa) the determination by City staff, at least fifteen (15) days prior to the expiration of the Second Extension, that the Developer is proceeding diligently and in good faith to obtain final approvals for the Land Use Entitlements so that, if approved by the City, the Land Use Entitlements will be in effect at least ten (10) business days prior to the expiration of the Third Extension ("Good Faith Determination"); and (bb) the payment by Developer of One Hundred Thousand Dollars (\$100,000) to the City within eight (8) business days of the Good Faith Determination.

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Section 4. Defined Terms. Defined terms have the same meaning in this Amendment as in the Agreement unless otherwise specifically defined, modified or amended in this Amendment.

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Section 7. Authorized Signatory. The City Manager is authorized to execute on behalf of the City this Amendment and any extensions of the Term approved under Section 1 of this Amendment.

IN WITNESS WHEREOF this Amendment has been entered into by and between Developer and City as of the day and year first above written

CITY OF DUBLIN:

By: _____ Date: _____
Christopher L. Foss, City Manager

ATTEST:

By: _____ Date: _____
Caroline Soto, City Clerk

APPROVED AS TO FORM:

John Bakker, City Attorney

PROLOGIS, INC.
A Maryland Corporation

By: _____ Date: _____
Mark Hansen
Its: Senior Vice President

(NOTARIZATION ATTACHED)

Exhibit 1

Legal Description of Project Site

2251747.1




STAFF REPORT CITY COUNCIL

CITY CLERK
File #820-70

DATE: April 15, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Christopher L. Foss, Acting City Manager 

SUBJECT: Approval of Street Functional Classification Changes to the California Road System
Prepared by Obaid Khan, Senior Civil Engineer (Traffic/Transportation)

EXECUTIVE SUMMARY:

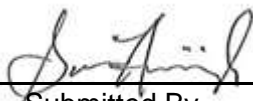
Staff is requesting City Council approval of updated functional classifications for City streets. The California Department of Transportation (Caltrans) maintains the California Road System (CRS) records, which identify functional classifications of all roadway segments within the State. These records are approved by the Federal Highway Administration (FHWA). Federal legislation continues to use functional classification in determining eligibility for funding under the Federal-aid program. This update is important for the City in maintaining its eligibility for certain grant funding for roadway projects.

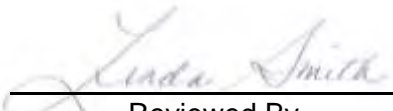
FINANCIAL IMPACT:

There is no financial impact associated with this item. The updated street functional classifications will enhance City's ability to receive state and federal grant funds.

RECOMMENDATION:

Staff recommends that the City Council adopt a **Resolution** approving street functional classification changes to the California Road System records for the City of Dublin.


Submitted By
Public Works Director


Reviewed By
Acting Assistant City Manager

DESCRIPTION:

Street Functional Classification defines the role of a street for traffic circulation and for providing access to adjacent properties. Each class of street is based on a hierarchy that defines the street function and its importance in the network. Usually, a *local* street feeds into a *collector* street, which then provides access to an *arterial* street, which may bring traffic to an expressway or a *freeway*.

BACKGROUND:

The City of Dublin's street functional classifications need an update due to changes in traffic patterns and volumes associated with land use changes throughout the City. Additionally, significant development in the eastern part of the City has added new streets to the street network requiring proper street class designation.

Staff hired a consultant, Omni Means, to assist in the update to the functional classification. Review of existing street classifications resulted in recommended changes to 47 City streets, or a total of 75 street segments (Attachment 1). The proposed functional classifications of roadway segments are consistent with the City's General Plan policies.

California Road System (CRS) Update Process:

Caltrans maintains the CRS records, which identify functional classifications of all designated roadway segments within the State. These records are approved by FHWA and are used to qualify streets for state and federal grant funds for roadway improvements. Local agencies are responsible for requesting changes to the records in order to keep them current. Maintaining updated records improves the City's chances of procuring grant funding for roadway projects.

FHWA requires the following to update the CRS records:

- A revised CRS map that includes all new street segments, current functional classifications, and any functional classification changes
- A City Council resolution formally approving the changes
- A completed Functional Classification Change Request Form
- Concurrence letter from the Metropolitan Transportation Commission (MTC)








Following submittal of the completed document package, Caltrans reviews the request and then forwards the documents to FHWA. FHWA reviews the package, and upon its approval, the formal CRS records update is complete. A summary of the proposed changes to the CRS records and the completed Functional Classification Change Request Form are shown in Attachment 1.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

Staff has coordinated the proposed functional classifications changes with the adjacent jurisdictions of San Ramon and Pleasanton.

- ATTACHMENTS**
- 1.. Recommended Functional Classification Changes
 2. Resolution approving street functional classification changes to the California Road System records for the City of Dublin

Functional Classification Change Request Form

Functional Classification Codes	
	Interstate
	Other Freeways or Expressways
	Other Principal Arterial
	Minor Arterial
	Major Collector
	Minor Collector
	Local

Submitted by: City of Dublin, O. Khan
 Date: 11/7/13

Click on any column heading for instructions.

#	CRS Map Number	Coordinate	CT District	County	Jurisdiction	Change/ New/ Delete	Road	From	To	(From) Class	(To) New Class	Length (mi)	Number of Through Lanes	AA/T
1	06L31	G6	4	Ala	Dublin	Change	Amador Valley Boulevard	San Ramon Road	Village Parkway	4	3	0.633	4	22000
2	06L31	H5	4	Ala	Dublin	Change	Amador Valley Boulevard	Village Parkway	Stagecoach Road	5	4	0.776	2	12000
3	06L31	J5	4	Ala	Dublin	Change	Amador Valley Boulevard	Stagecoach Road	Dougherty Road	5	4	0.347	2	13000
4	06L32	B6	4	Ala	Dublin	Change	Arnold Road	Altamirano Avenue	Martinelli Way	7	5	0.183	2	N/A
5	06L32	B6	4	Ala	Dublin	Change	Arnold Road	Martinelli Way	Dublin Boulevard	7	4	0.105	4	N/A
6	06L32	B5	4	Ala	Dublin	Change	Arnold Road	Dublin Boulevard	Gleason Drive	7	4	0.516	2	6000
7	06L32	B5	4	Ala	Dublin	Change	Arnold Road	Gleason Drive	Broder Boulevard	7	6	0.138	2	3000
8	06L32	E5	4	Ala	Dublin	Change	Bent Tree Drive	Fallon Road	East Sugar Hill Terrace	7	5	0.374	2	4000
9	06L32	D5	4	Ala	Dublin	New	Brannigan Street	Dublin Boulevard	Kohnen Way	0	5	0.631	2	1000
10	06L31	G4	4	Ala	Dublin	Change	Brighton Drive	Firethorn Way	Village Parkway	7	6	0.469	2	3000
11	06L31	H5	4	Ala	Dublin	Change	Brighton Drive	Village Parkway	Amador Valley Boulevard	7	5	0.550	2	4000
12	06L31	K6	4	Ala	Dublin	Change	Campbell Lane	DeMarcus Boulevard	Dublin Boulevard	7	6	0.179	2	N/A
13	06L32	C6	4	Ala	Dublin	Change	Central Parkway	Arnold Road	Fallon Road	7	4	2.311	2	4000
14	06L31	F5	4	Ala	Dublin	Change	Creekside Drive	Silvergate Drive	Rolling Hills Drive	7	6	0.369	2	1300
15	06L32	A6	4	Ala	Dublin	Change	DeMarcus Boulevard	Iron Horse Parkway	Dublin Boulevard	7	5	0.266	2	N/A
16	06L31	G5	4	Ala	Dublin	Change	Donohue Dr/Landale Ave	Amador Valley Boulevard	Vonac Road	7	6	0.503	2	1400
17	06L31	C6	4	Ala	Dublin	Change	Dublin Boulevard	Kelly Canyon Drive	Marshall Canyon Drive	7	4	0.293	4	N/A
18	06L31	D7	4	Ala	Dublin	Change	Dublin Boulevard	Marshall Canyon Drive	Inspiration Drive	7	4	1.191	2	N/A
19	06L31	F7	4	Ala	Dublin	Change	Dublin Boulevard	Inspiration Drive	Silvergate Drive	7	4	0.630	2	N/A
20	06L31	H6	4	Ala	Dublin	Change	Dublin Boulevard	San Ramon Road	Dougherty Road	4	3	1.527	6	33000

ID #	CRS Map Number	Coordinate	CT District	County	Jurisdiction	Change/ New/ Delete	Road	From	To	(From) Class	(To) New Class	Length (mi)	Number of Through Lanes	AADT
21	06L32	B6	4	Ala	Dublin	Change	Dublin Boulevard	Dougherty Road	Tassajara Road	7	3	2.070	6	24000
22	06L32	E6	4	Ala	Dublin	Change	Dublin Boulevard	Tassajara Road	Fallon Road	7	4	1.193	4	13000
23	06L31	J6	4	Ala	Dublin	Change	Dublin Court	Dublin Boulevard	End	7	6	0.204	2	4000
24	06L32	F6	4	Ala	Dublin	Change	Fallon Road	I-580 Westbound Ramps	Dublin Boulevard	7	4	0.280	4	10000
25	06L32	F5	4	Ala	Dublin	Change	Fallon Road	Dublin Boulevard	Positano Parkway	7	4	0.503	2	8000
26	06L32	E5	4	Ala	Dublin	Change	Fallon Road	Positano Parkway	Signal Hill Dr/Kingsmill Ter	7	4	1.033	4	6000
27	06L32	E3	4	Ala	Dublin	Change	Fallon Road	Signal Hill Dr/Kingsmill Ter	Tassajara Road	7	4	0.747	2	2000
28	06L32	D5	4	Ala	Dublin	Change	Gleason Drive	Arnold Road	Fallon Road	7	4	2.096	4	8000
29	06L32	D6	4	Ala	Dublin	Change	Glynnis Rose Drive	Dublin Boulevard	Central Parkway	7	5	0.265	2	8000
30	06L32	D5	4	Ala	Dublin	New	Grafton Street	Central Parkway	Gleason Drive	0	6	0.315	2	1900
31	06L32	D5	4	Ala	Dublin	Change	Grafton Street	Gleason Drive	Antone Way	7	6	0.295	2	2900
32	06L32	B6	4	Ala	Dublin	Change	Hacienda Drive	I-580 Westbound Ramps	Dublin Boulevard	7	3	0.226	6	36000
33	06L32	B6	4	Ala	Dublin	Change	Hacienda Drive	Dublin Boulevard	Central Parkway	7	4	0.156	4	11000
34	06L32	B5	4	Ala	Dublin	Change	Hacienda Drive	Central Parkway	Gleason Drive	7	4	0.351	2	8000
35	06L32	C6	4	Ala	Dublin	Change	Hibernia Drive	Dublin Boulevard	Summer Glen Drive	7	5	0.318	2	N/A
36	06L31	E7	4	Ala	Dublin	Change	Inspiration Drive	Dublin Boulevard	Inspiration Circle	7	6	0.536	2	N/A
37	06L32	A6	4	Ala	Dublin	Change	Iron Horse Parkway	DeMarcus Boulevard	Dublin Boulevard	7	5	0.283	2	N/A
38	06L32	E6	4	Ala	Dublin	Change	Keegan Street	Dublin Boulevard	Central Parkway	7	5	0.258	2	N/A
39	06L32	D5	4	Ala	Dublin	New	Kolonen Way	Brannigan Street	Grafton Street	0	6	0.237	2	N/A
40	06L32	F4	4	Ala	Dublin	New	La Strada Drive	Positano Parkway	Valentano Drive	0	6	0.296	2	N/A
41	06L32	E6	4	Ala	Dublin	Change	Lockhart Street	Dublin Boulevard	Gleason Drive	7	5	0.711	2	N/A
42	06L32	C5	4	Ala	Dublin	Change	Madigan Road	Gleason Drive	Broder Boulevard	7	5	0.137	2	1700
43	06L32	B6	4	Ala	Dublin	Change	Martinelli Way	Iron Horse Parkway	Arnold Road	7	4	0.211	2	N/A
44	06L32	B6	4	Ala	Dublin	Change	Martinelli Way	Arnold Road	Hacienda Drive	7	4	0.275	6	N/A
45	06L32	D4	4	Ala	Dublin	Change	North Dublin Ranch Drive	Tassajara Road	Antone Way	7	6	0.540	2	2000
46	06L31	H5	4	Ala	Dublin	Change	Penn Drive	Spruce Lane	Amador Valley Boulevard	7	6	0.327	2	2400
47	06L32	F5	4	Ala	Dublin	New	Positano Parkway	Fallon Road	Croak Road	0	5	0.879	2	N/A

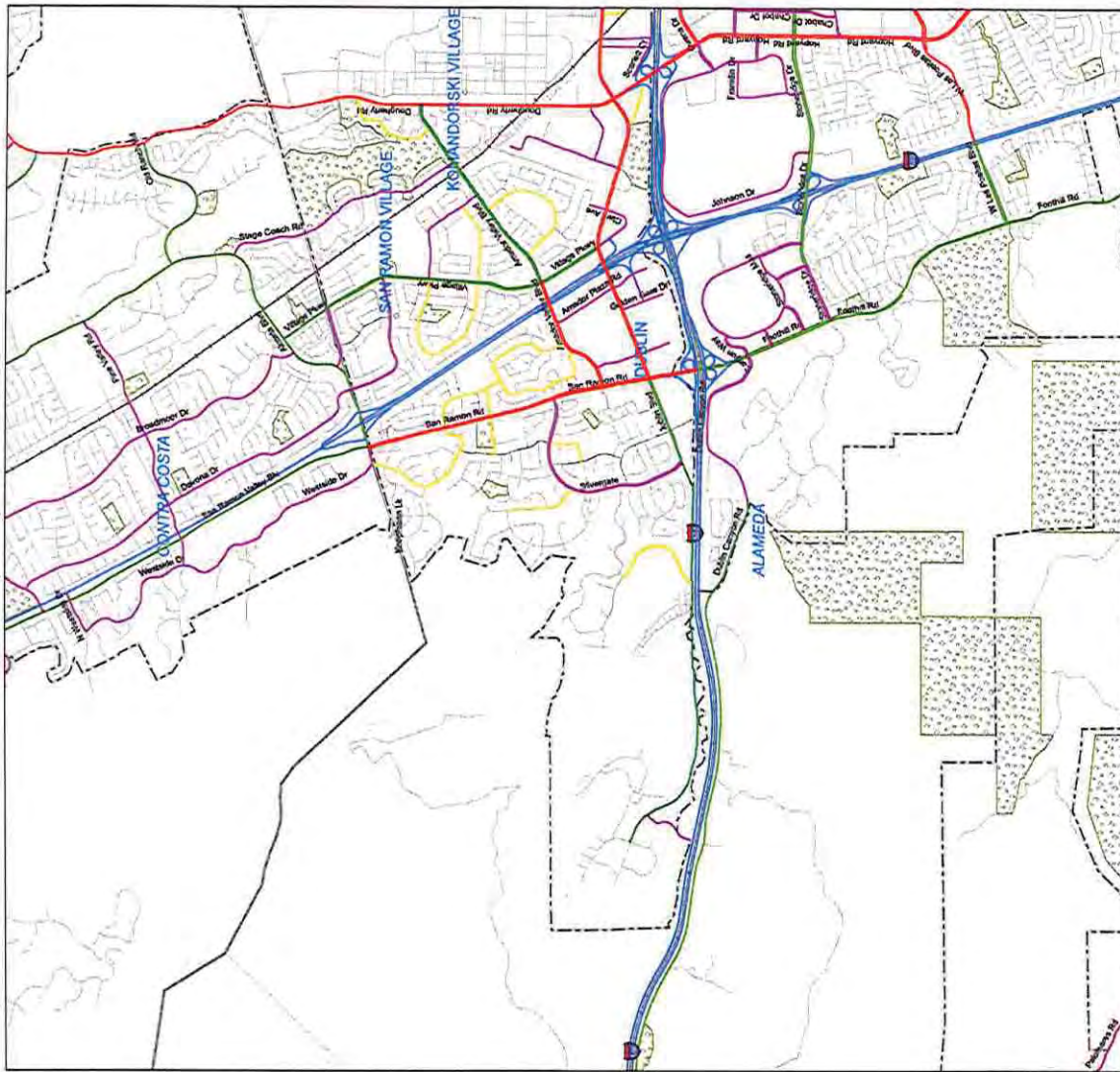
#	GRS Map Number	Coordinate	CT District	County	Jurisdiction	Change/ New/ Delete	Road	From	To	(From) Class	(To) New Class	Length (mi)	Number of Through Lanes	AADT
48	06L31	H6	4	Ala	Dublin	Change	Saint Patrick Way	Golden Gate Drive	Amador Plaza Road	7	5	0.147	2	N/A
49	06L31	G6	4	Ala	Dublin	Change	San Ramon Road	I-580 Westbound Ramps	Amador Valley Boulevard	4	3	0.409	6	47000
50	06L31	G5	4	Ala	Dublin	Change	San Ramon Road	Amador Valley Boulevard	Alcosta Blvd/Westside Dr	4	3	1.229	4	19000
51	06L31	J6	4	Ala	Dublin	Delete	Scarlett Court	Dublin Boulevard	Western End	4	0	0.149	0	0
52	06L31	K6	4	Ala	Dublin	Change	Scarlett Court	Western End	Scarlett Drive	4	6	0.151	2	N/A
53	06L31	K6	4	Ala	Dublin	Change	Scarlett Court	Scarlett Drive	New Eastern End	4	6	0.185	2	N/A
54	06L31	K6	4	Ala	Dublin	Delete	Scarlett Court	New Eastern End	Old Eastern End	4	0	0.080	0	0
55	06L31	K6	4	Ala	Dublin	Change	Scarlett Drive	Scarlett Court	Dublin Boulevard	7	5	0.242	4	1700
56	06L31	C7	4	Ala	Dublin	Change	Schaefer Ranch Road	Southern City Limit	Dublin Boulevard	7	5	0.274	2	N/A
57	06L31	G5	4	Ala	Dublin	Change	Shannon Avenue	Peppertree Road	San Ramon Road	7	6	0.180	2	3700
58	06L31	G5	4	Ala	Dublin	Change	Shannon Avenue	San Ramon Road	Vomac Road	7	6	0.145	2	1700
59	06L31	J6	4	Ala	Dublin	Change	Sierra Court	Dublin Boulevard	End	7	5	0.618	2	5000
60	06L31	J6	4	Ala	Dublin	Change	Sierra Lane	Sierra Court	Dougherty Road	7	5	0.301	2	4000
61	06L32	D5	4	Ala	Dublin	Change	South Dublin Ranch Drive	Tassajara Road	Antone Way	7	6	0.384	2	2300
62	06L31	J4	4	Ala	Dublin	Change	Stagecoach Road	Amador Valley Boulevard	Sapphire Street/Topaz Circle	7	5	0.449	2	3300
63	06L31	H4	4	Ala	Dublin	Change	Stagecoach Road	Sapphire Street/Topaz Circle	Northern City Limit	7	5	0.418	2	2000
64	06L31	G5	4	Ala	Dublin	Change	Starward Dr/Landale Ave	Amador Valley Boulevard	Vomac Road	7	6	0.555	2	1800
65	06L32	C5	4	Ala	Dublin	Change	Summer Glen Drive	Hacienda Drive	Persimmon Drive	7	6	0.452	2	1400
66	06L31	H5	4	Ala	Dublin	Change	Tamarack Drive	Firethorn Way	Village Parkway	7	6	0.423	2	2700
67	06L31	H5	4	Ala	Dublin	Change	Tamarack Drive	Village Parkway	Brighton Drive	7	6	0.420	2	2300
68	06L32	D6	4	Ala	Dublin	Change	Tassajara Road	I-580 Westbound Ramps	Dublin Boulevard	5	3	0.198	6	41000
69	06L32	D6	4	Ala	Dublin	Change	Tassajara Road	Dublin Boulevard	Gleason Drive	5	3	0.470	4	23000
70	06L32	D5	4	Ala	Dublin	Change	Tassajara Road	Gleason Drive	N Dublin Ranch Dr/Somerset I	5	4	0.487	4	16000
71	06L32	D3	4	Ala	Dublin	Change	Tassajara Road	N Dublin Ranch Dr/Somerset	Northern City Limit	5	4	1.550	2	10000
72	06L31	G5	4	Ala	Dublin	Change	Vomac Road	Landale Avenue	San Ramon Road	7	6	0.434	2	2600
73	06L31	F5	4	Ala	Dublin	Change	W Vomac Rd/Southwick Dr	San Ramon Road	Westside Drive	7	6	0.748	2	2100
74	06L31	J4	4	Ala	Dublin	Change	Wildwood Road	Amador Valley Boulevard	Dougherty Road	7	6	0.507	2	N/A

ID #	GRS Map Number	Coordinate	CT District	County	Jurisdiction	Change/ New/ Delete	Road	From	To	(From) Class	(To) New Class	Length (mi)	Number of Through Lanes	AADT
75	06L31	H5	4	Ala	Dublin	Change	York Drive	Spruce Lane	Amador Valley Boulevard	7	6	0.370	2	3200

SEE MAP 6L21

SEE MAP 6L32

SEE MAP 6L35



APPROVED
FEDERAL HIGHWAY ADMINISTRATION
DATE: 07/02/2013
FOR: VICTOR P. MATHIAS
DIVISION ADMINISTRATOR



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
AND LOCAL AGENCIES



SEE MAP 6L41



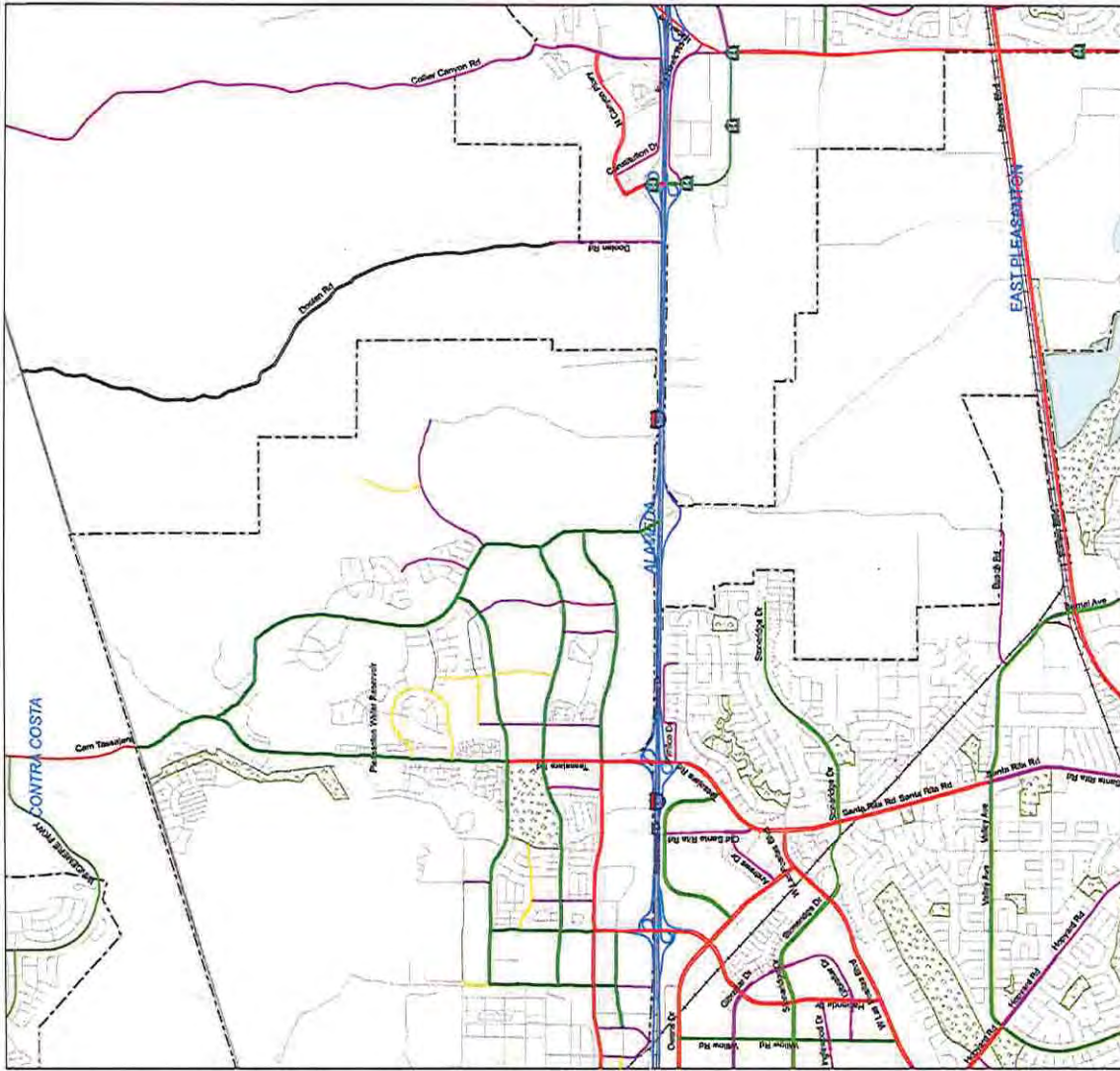
MAP 6L31

Central Coast - Alameda California Road System

SEE MAP 6L22

SEE MAP 6L33

SEE MAP 6L31

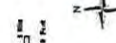


FUNCTIONAL CLASSIFICATION SYSTEM

INTERSTATE
STATE ROUTE
MAJOR ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL



SEE MAP 6L42



DATE: 07/02/2013
APPROVED: [Signature]
FEDERAL HIGHWAY ADMINISTRATION
PUBLIC WORKS DIVISION
DIVISION ADMINISTRATOR

MAP 6L32

Contra Costa - Alameda CALIFORNIA ROAD SYSTEM

RESOLUTION NO. - 14

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

**APPROVING FUNCTIONAL CLASSIFICATION CHANGES TO THE
CALIFORNIA ROAD SYSTEM RECORDS FOR THE CITY OF DUBLIN**

WHEREAS, incorporated cities are responsible for submitting requests for changes to the functional classification of local streets and roads under their jurisdiction in the California Road System (CRS) using approved Federal Highway Administration (FHWA) guidelines; and

WHEREAS, in order to receive federal funding for roadway improvements and maintenance within the City, streets must be listed with their functional classification in the CRS records maintained by the California Department of Transportation (Caltrans) and approved by the FHWA; and

WHEREAS, staff has evaluated all City street segments for consistency with functional classifications; and

WHEREAS, staff has also prepared an application requesting said functional classification changes, deletions, and additions; and

WHEREAS, upon adoption of a resolution by the City Council and receipt of concurrence from the Metropolitan Transportation Commission, the application will be submitted to Caltrans and FHWA for approval;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Dublin hereby approves the submittal of functional classification changes to the CRS records for the City of Dublin to Caltrans.

PASSED, APPROVED AND ADOPTED this 15th day of April, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk




STAFF REPORT

CITY CLERK
File #450-20

DATE: April 15, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Christopher L. Foss, Acting City Manager 

SUBJECT: Authorization to Bid Fallon Sports Park – Preschool Relocation Contract #14-07
Prepared by Rosemary Alex, Parks and Facilities Development Coordinator

EXECUTIVE SUMMARY:

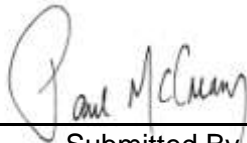
Staff is seeking City Council authorization to bid the Fallon Sports Park – Preschool Relocation, to relocate the trailers that house the City's Preschool at Emerald Glen Park to Fallon Sports Park. The work is being done in anticipation of the Emerald Glen Recreation and Aquatic Complex construction next fiscal year.

FINANCIAL IMPACT:

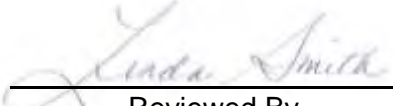
The engineer's estimate for construction, including a 10% Contingency, is \$262,162. The work is part of the overall construction budget for Fallon Sports Park – Phase II and sufficient funds have been allocated to complete the proposed work.

RECOMMENDATION:

Staff recommends that the City Council authorize the advertisement Contract #14-07, Fallon Sports Park – Preschool Relocation.



Submitted By
Parks and Community Services Director



Reviewed By
Acting Assistant City Manager

DESCRIPTION:

In preparation for the construction of the Emerald Glen Recreation and Aquatic Complex, the preschool at Emerald Glen Park needs to be relocated to Fallon Sports Park. The work is scheduled for this summer so as to not disrupt preschool programs. As approved by City Council on February 18, 2014, the facility will be relocated to the Upper Terrace in the area below Fire Station #18 and adjacent to the existing parking lot (Attachment 1)

At this time, the construction documents and Engineer's estimate have been completed. If the City Council authorizes Staff to advertise for bids, it is anticipated the City Council would consider awarding the construction contract on June 3, 2014 and the work would be completed by mid-August 2014.

Staff has modified the preschool drop-off and pick-up schedules for next school year to eliminate conflicts with the bell schedule for Kolb Elementary School and the "walking bus" program that utilizes the parking lot at Fallon Sports Park.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

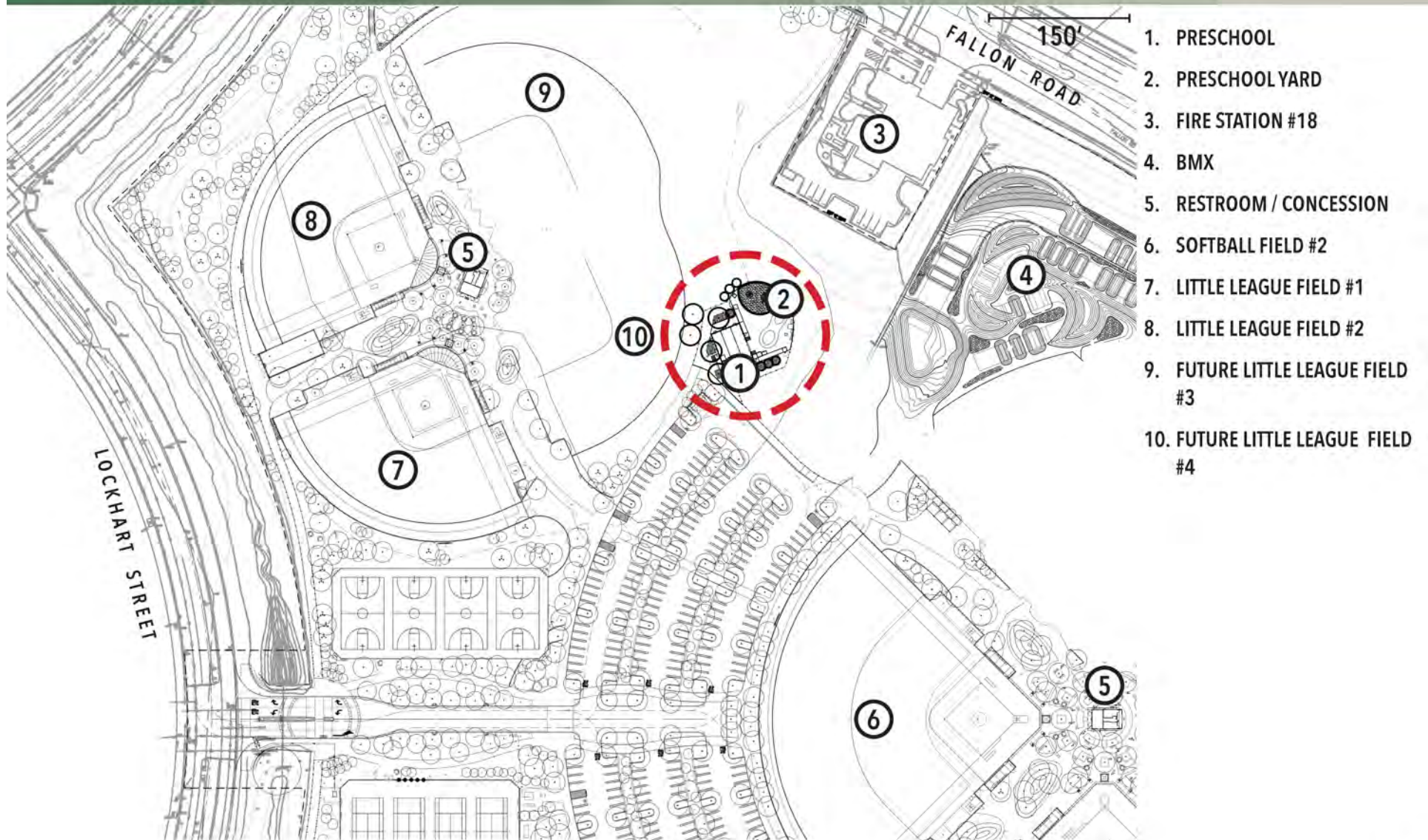
Advertisement of project will be listed as a public notice in the *Valley Times* and posted on the City of Dublin's website. In addition, plans and specifications will be submitted to plan rooms throughout the Bay Area.

ATTACHMENTS: 1. .Site plan of Preschool Building Location

.

FALLON SPORTS PARK - PHASE 2

FALLON PRE-SCHOOL






STAFF REPORT CITY COUNCIL

CITY CLERK
File #600-35

DATE: April 15, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Christopher L. Foss, Acting City Manager 

SUBJECT: Acceptance of Work Passatempo Park - Contract 13-03
Prepared by Rosemary Alex, Parks and Facilities Development Coordinator

EXECUTIVE SUMMARY:

On April 16, 2013, the City Council awarded Contract Number 13-03 to Goodland Landscape, Inc., to construct Passatempo Park (Capital Improvement Project #950009). The work done by Goodland Landscape is now complete and ready for City Council acceptance.

FINANCIAL IMPACT:

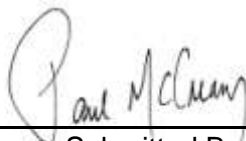
As approved in the 2012-2017 Capital Improvement Program, construction of the 5.1-acre park was funded by Public Facility Fees with a total project budget of \$2,333,266 including inspection and administration as well as costs for improvements. The costs for construction, including all change orders, will be completed for less than the approved amount.

Total Available Construction Budget	\$1,710,280.00
Construction Contract including Change Orders	<u>\$1,632,417.78</u>
Estimated Remaining Contingency	\$ 77,862.22

RECOMMENDATION:

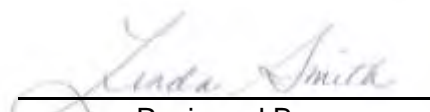
Staff recommends the City Council:

- 1) Adopt a **Resolution** authorizing the City Manager to accept the improvements to Passatempo Park under Construction Contract Number 13-03; and,
- 2) Authorize Staff to accept a maintenance bond in the amount of \$163,241, release the performance bond and authorize Staff to release the final retention within 35 days of filing the Notice of Completion provided there are no claims.



Submitted By

Parks and Community Services Director



Reviewed By

Acting Assistant City Manager

DESCRIPTION:

On April 16, 2013, the City Council awarded Contract Number 13-03, Passatempo Park, to Goodland Landscape Construction Incorporated.

Work under the Contract included the construction of a 5.1 acre park including picnic areas, play areas, restrooms as well as turf and landscaping. Staff, along with representatives from Goodland Landscape Construction, completed a walkthrough of the project on April 4, 2014 and found only minor punch list items that remain to be completed. Therefore, Staff is requesting that the City Council authorize the City Manager to accept all final improvements on the project and allow remaining punch list items to be completed as part of the one-year warranty period.

The City presently holds a performance bond in the amount of \$1,554,800 to provide the necessary security for the performance of the work involved. As the work is now complete, the performance security requirement can be reduced, in accordance with authority contained in Section 66499.7 of the Government Code, to an amount necessary to guarantee warranty of the work for a one-year period following acceptance of the work. The Contractor will provide a new maintenance bond in the amount of \$163,241 which is 10% of the final contract amount, and is sufficient to cover the one-year guarantee period.

Upon City Council acceptance of the project, Staff will file a Notice of Completion with the Alameda County Clerk. Staff will release the remaining retention on the project 35-days after filing the Notice of Completion provided there are no claims.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A copy of the Staff Report was sent to Goodland Landscape, Incorporated.

ATTACHMENTS: 1. Resolution authorizing the City Manager to accept the improvements to Passatempo Park under Construction Contract Number 13-03.

RESOLUTION NO. - 14

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

**AUTHORIZING THE CITY MANAGER TO ACCEPT THE IMPROVEMENTS TO
PASSATEMPO PARK UNDER CONSTRUCTION CONTRACT 13-03**

WHEREAS, Goodland Landscape Construction, Incorporated entered into a contract with the City of Dublin to complete the construction of 5.1 acre park in accordance with plans and specifications on file with the City Engineer; and

WHEREAS, said improvements have been completed in accordance with said plans and specifications, and any approved modifications thereof, to the satisfaction of said City Engineer of the City of Dublin; and

WHEREAS, as a condition of said contract, Goodland Landscape Construction Incorporated is required to guarantee the improvements for a period of one year following acceptance of the work by the City of Dublin; and

WHEREAS, as improvements are now completed, and the original performance bond security requirement can be reduced, in accordance with the authority contained in Section 66499.7 of the Government Code of the State of California, to an amount found necessary to guarantee maintenance of the completed work for the aforesaid one-year period.

NOW, THEREFORE, the City Council of the City of Dublin does **RESOLVE**:

1. The improvements are completed per plans and specifications and the City Manager has the authority to approve and accept the improvements upon completion of the remaining punch list items subject to the aforesaid one-year guarantee; and
2. Upon approval and acceptance by the City Manager, the aforesaid performance bond security requirement may be reduced from the amount of \$1,554,800 to the amount of \$163,241 upon acceptance by Staff of the replacement maintenance bond as security for the aforesaid one-year maintenance period; and
3. Upon approval and acceptance by the City Manager, the said original performance bond in the amount of \$1,554,800 posted in connection with the work involved in the construction of said Facility is hereby released upon acceptance of said maintenance bond.

PASSED, APPROVED AND ADOPTED this 15th day of April, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk




STAFF REPORT CITY COUNCIL

CITY CLERK
File #600-60

DATE: April 15, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Christopher L. Foss, Acting City Manager 

SUBJECT: Authorization to Waive the Specific Plan Development Agreement Requirement on the Dublin Transit Center Property
Prepared by John D. Bakker, City Attorney

EXECUTIVE SUMMARY:

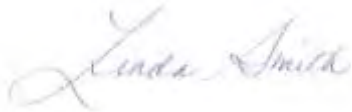
In 2012, the City Council eliminated the requirement previously set forth in the Eastern Dublin Specific Plan ("EDSP") that all applicants for development in the specific plan area enter into mutually acceptable development agreements with the City. Despite this change to the EDSP, the Transit Center Master Development Agreement between the City and the Alameda County Surplus Property Authority ("Transit Center MDA") includes language requiring execution of specific plan development agreements. Staff recommends granting the City Manager authority to waive this contractual obligation in order to ensure consistency within the City.

FINANCIAL IMPACT:

None

RECOMMENDATION:

Staff recommends that the City Council, by motion, approve the Staff recommendation and authorize the City Manager to Waive Section 6 of the Transit Center MDA.



Submitted By
Acting Assisting City Manager



Reviewed By
Assistant City Manager

DESCRIPTION:

Staff is seeking authorization to waive section 6 of the Transit Center Master Development Agreement. That provision, consistent with language formerly in the EDSP, requires that developers enter into a specific plan development agreement with the City prior to developing

the Dublin Transit Center Property. Waiving this obligation is consistent with the elimination of the EDSP development agreement requirement.

The EDSP, originally adopted by the City on January 7, 1994, contained a requirement in Chapter 11 that applicants for development in the specific plan area enter into a mutually acceptable development agreement with the City. The EDSP also required that development agreements include detailed financing plans and infrastructure sequencing programs. The City's original purpose for these requirements was to ensure the adequate provision of infrastructure needed by planned development. However, because of new implementation measures to ensure the provision of infrastructure and payment of fees, on November 13, 2012, the Planning Commission recommended that the City Council eliminate this requirement from the EDSP. The City Council agreed with the recommendation and amended the EDSP by resolution on December 4, 2012 (Attachment 1).

Section 6 of the Transit Center MDA, executed on June 6, 2003, contains the following language:

"Notwithstanding any other provision of the Development Agreement to the contrary, DEVELOPER shall not be able to develop the Dublin Transit Center Property, or any portions thereof, until it has entered into another development agreement or agreements with the CITY, applicable to the portions of the Dublin Transit Center Property, which DEVELOPER proposes to develop as required by Chapter 11 of the Eastern Dublin Specific Plan (a "Specific Plan Development Agreement"). The purpose of the "Specific Plan Development Agreement" shall be to comply with the requirements of Chapter 11. The "Specific Plan Development Agreement" for Sites A, B and C will include affordable housing provisions consistent with Section 12 of this agreement.

As used herein, "develop" shall mean recordation of a final subdivision map, a final parcel map for a commercial or office use, a final map for medium, medium high or high density residential use or issuance of conditional use permit, site development review or a building permit."

Based upon the elimination of the requirement to execute a specific plan development agreement in the EDSP, Staff believes it is appropriate for the City Council to waive the contractual obligation set forth in Section 6 of the MDA and grant the City Manager authority execute documents waiving this obligation.

Staff has met with representatives of the Alameda County Surplus Property Authority on this matter and they are in support of Staff's recommendation.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A copy of the Staff Report was sent to the Alameda County Surplus Property Authority.

ATTACHMENTS: 1. December 4, 2012 Staff Report and Resolution 203-12.




STAFF REPORT CITY COUNCIL

CITY CLERK
File #420-20

DATE: December 4, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Joni Pattillo, City Manager 

SUBJECT: Eastern Dublin Specific Plan Amendment to Eliminate the Requirement for Development Agreements and related Financing Plans and Infrastructure Sequencing Programs
Prepared by Kit Faubion, City Attorney's Office

EXECUTIVE SUMMARY

The Eastern Dublin Specific Plan (EDSP) requires that Applicants for development in the specific plan area enter into a mutually acceptable development agreement with the City. The EDSP also requires the development agreements to include detailed financing plans and infrastructure sequencing programs. The City's original purpose for these requirements in the EDSP was to ensure the adequate provision of infrastructure needed by planned development. There are now other implementation measures in place that insure the provision of infrastructure and payment of fees, so these requirements are no longer necessary. City staff is recommending that the EDSP be amended to eliminate the above requirements because they are no longer needed and because the City would then have the opportunity to negotiate for community benefits when developers desire the certainty provided by a voluntary development agreement.

FINANCIAL IMPACT

None.

RECOMMENDATION:

Staff recommends that the City Council: 1) Receive Staff presentation; 2) Open the public hearing; 3) Take testimony from the public; 4) Close the public hearing and deliberate; and 5) Adopt a Resolution amending the Eastern Dublin Specific Plan to eliminate the requirement for development agreements and related financing plans and infrastructure sequencing programs.



Submitted By
City Attorney



Reviewed By
Assistant City Manager

DESCRIPTION

Section 11.3.1 of the Eastern Dublin Specific Plan (EDSP) requires all Applicants for development in the Specific Plan area to enter into a “mutually acceptable development agreement” with the City. The EDSP also requires the development agreements to include detailed financing plans and infrastructure sequencing programs. On May 15, 2012, following a staff presentation on the matter, the City Council directed that staff prepare and present, to the Planning Commission and City Council, an amendment to the Eastern Dublin Specific Plan that eliminates the development agreement requirement. The proposed amendment would delete the development agreement requirement from the Specific Plan, and would also delete the related requirements for financing plans and infrastructure sequencing programs. The proposed amendments are shown in ~~strikethrough~~ and underline in Attachment 1, a resolution approving the amendments.

ANALYSIS

Authority for Development Agreements

Under the common law of California, the approval of a development project does not give the developer a right to proceed to complete the project. Rather, the local agency can change the rules and regulations at any point up until the developer has been issued a building permit and incurred substantial liabilities in good faith reliance on the permit. Even then, the vested right only gives the developer the right to complete the development described in the building permit.

To provide relief from this rule, the Legislature has developed two means by which a developer may protect its project from subsequent changes in regulations. The first is a vesting tentative map, which gives the developer the right to proceed with development in substantial compliance with the rules and regulations in effect at the time the map application was deemed complete. (See Gov. Code, § 66498.1(b).) The second is a development agreement between the local agency and the developer. A development agreement vests the developer’s right to proceed with the approved project and, unless otherwise specified in the agreement, locks in the rules and regulations applicable to the property. The local agency normally has no obligation to enter into a development agreement, and therefore it can negotiate for consideration (community benefits) in exchange for giving the developer vested rights.

Eastern Dublin Specific Plan Requirement for Development Agreements

In contrast to a typical voluntary development agreement, Section 11.3.1 of the Eastern Dublin Specific Plan requires all Applicants for development in the Specific Plan area to enter into a “mutually acceptable development agreement” with the City.

As further directed by the EDSP, the City Council adopted a standard master development agreement on October 10, 1994 and amended it on November 28, 1995. Over the years, the City Council has unofficially established five years as the time for specific plan required development agreements. However, because the Specific Plan requires a development agreement, the City cannot bargain for consideration from the developer in exchange for the development agreement. For this reason, the standard Specific Plan development agreements have not been used by the City to exact benefits the City cannot otherwise obtain.

Purpose of Eastern Dublin Development Agreements

The Specific Plan identifies the following purposes of the development agreement requirement: (1) augment the City's standard development regulations for specific projects; (2) spell out the precise financial responsibilities of the developer; (3) ensure the timely provision of adequate public facilities; (4) streamline the development approval process by coordinating various discretionary approvals; (5) provide the terms for reimbursement when a developer advances funding for specific facilities which have community wide area benefits; and (6) provide for mutuality to the City and the developer regarding entitlements to the developer in return for commitments for public improvements. (Section 11.3.1.)

At this point in the development of Eastern Dublin, none of these purposes offers a compelling rationale to maintain the requirement. This is because some level of entitlement has been approved for virtually all specific plan properties and major infrastructure has been constructed or planned for construction through these approvals. Additionally, when the Plan was first adopted, there were not administrative or formal procedures in place to ensure these purposes could be accomplished. The development agreement temporarily filled that need and is no longer necessary.

Advantages and Disadvantages of the Development Agreement Requirements

The specific plan development agreement requirement has advantages and disadvantages. The advantages of the specific plan development agreement requirement are that (1) the agreements satisfy the Specific Plan requirement for "financing plans" and "infrastructure sequencing programs"; (2) the agreements secure project conditions that cannot be satisfied at final map; and (3) the agreements can clarify conditions of approval. The disadvantages of the specific plan development agreement requirement are that (1) the City, since it effectively gives away five years of vested rights, cannot bargain for community benefits in exchange for providing vested rights; and (2) the requirement, by adding another required city approval, increases the developers' costs to process their projects.

The advantages are not significant. The requirements for a "financing plan" and an "infrastructure sequencing program" are facilitated by the development agreement, but in light of the City's comprehensive impact fee program and extensive body of development standards and ordinances, these requirements are no longer necessary. Further, development agreements would not be needed to clarify conditions if the conditions are clearly written. Finally, project conditions that cannot be satisfied at final map can be secured by a separate agreement prior to final map approval.

On the other hand, the disadvantages of the requirement are significant. First, most developers in Eastern Dublin apply for vesting tentative maps and are thereby able to obtain vested rights. These rights may be adequate for many developers. For developers who desire development agreements, eliminating the requirement will give the City the ability to bargain for consideration in exchange for providing vested rights to the developer. There are no restrictions on what the City can ask for or receive, other than what the developer will agree to provide. Any future development agreements for properties in Eastern Dublin would be freely negotiated. Second, over the years many developers, particularly those that are ready to immediately proceed with development, have expressed displeasure about the need to enter into a development agreement. These developers have expressed concern both about the costs and time associated with drafting, negotiating, and processing the development. Thus, eliminating the

requirement will have an economic development benefit in that it will reduce the expense of and expedite the processing of development in Eastern Dublin.

Planning Commission Recommendation

The Planning Commission held a public hearing on the proposed EDSP amendments on November 13, 2012. There were no speakers on the proposal. The Planning Commission adopted Resolution 12-41 recommending approval of the amendment on a 3-0 vote (2 Commissioners absent). The Planning Commission Resolution is included as Attachment 2; the draft minutes of the meeting are included as Attachment 3.

CONSISTENCY WITH GENERAL PLAN, APPLICABLE SPECIFIC PLANS

The development agreement requirement and its related financing plan and infrastructure sequencing program is unique to the Eastern Dublin Specific Plan. There is no comparable provision in the General Plan, nor is there any General Plan direction that the EDSP include these requirements. As amended by the Project, the EDSP would remain internally consistency because other existing City processes insure adequate infrastructure will support development, including impact fees, PD-Planned Development zoning and other application reviews that apply adopted development standards and ordinances.

NOTICING REQUIREMENTS/PUBLIC OUTREACH

In accordance with State law, a Public Notice was published in the Valley Times and posted at several locations throughout the City. A notice of this hearing was mailed to those requesting such notice ten days before the hearing and the Staff Report and attachments were made available for public review prior to the public hearing in accordance with Government Code Sections 65090 and 65091. A notice of this Public Hearing was also sent to active developers within the Specific Plan area.

ENVIRONMENTAL REVIEW:

The California Environmental Quality Act (CEQA), together with the State Guidelines and City Environmental Regulations require that certain projects be reviewed for environmental impacts and when applicable, environmental documents be prepared. Staff recommends that the Project be found exempt under the general rule in CEQA Guidelines section 15061(b)(3) that CEQA does not apply where it can be seen with certainty that there is no possibility for a significant effect on the environment. There is no such possibility for the Project since all applicable development standards and ordinances, including payment of impact fees, would continue to apply to development projects to ensure they are supported by needed infrastructure and public utilities.

ATTACHMENTS:

1. City Council Resolution amending the Eastern Dublin Specific Plan to eliminate the requirement for development agreements and related financing plans and infrastructure sequencing programs.
2. Planning Commission Resolution 12-41 recommending that the City Council amend the Eastern Dublin Specific Plan to eliminate the requirement for development agreements and related financing plans and infrastructure sequencing programs.
3. Draft minutes of the November 13, 2012 Planning Commission meeting

RESOLUTION NO. XX-12
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN

**AMENDING THE EASTERN DUBLIN SPECIFIC PLAN TO ELIMINATE THE REQUIREMENT FOR
DEVELOPMENT AGREEMENTS AND RELATED FINANCING PLANS AND INFRASTRUCTURE
SEQUENCING PROGRAMS**

WHEREAS, in 1993, the City adopted the Eastern Dublin Specific Plan (EDSP) to guide future development of approximately 3,300 acres of undeveloped lands east of Camp Parks over a 20-30 year planning period. Subsequent amendments have increased the size of the specific plan area, and most of the most of the basic infrastructure has been constructed or is planned for construction through annexation agreements, PD-Planned Development zoning, vesting tentative map approvals, and/or other development entitlements; and

WHEREAS, the EDSP area was largely undeveloped when the plan was adopted; therefore, an important goal of the plan was to ensure that infrastructure improvements and public utilities were provided as needed by potential urban development. Among the implementation tools for this goal were requirements that developers in the specific plan area prepare detailed financing plans and infrastructure sequencing programs to identify necessary capital improvements, including public facilities, streets and utilities and insure their timely financing through related development agreements. The EDSP development agreements typically vest development rights for a 5-year term and specify the precise financial responsibilities of each developer; and

WHEREAS, originally intended to ensure that infrastructure would be guaranteed as development proceeded in Eastern Dublin, the requirement for development agreements is no longer needed for that purpose and also constrains the City's ability to negotiate voluntary agreements that provide certainty to developers in exchange for community benefits; and

WHEREAS, the specific plan amendment will remove development agreements, and related financing plans and infrastructure sequencing programs from the EDSP implementation requirements (hereafter, "Project"). All development in the Eastern Dublin Specific Plan area will continue to be subject to previously adopted EIRs and other CEQA reviews and mitigations, EDSP development policies and standards, zoning and development review, and all applicable subdivision and development ordinances; and

WHEREAS, a Planning Commission staff report, dated November 13, 2012 and incorporated herein by reference, described and analyzed the Project; and

WHEREAS, the Planning Commission considered the staff report and all written and oral testimony submitted at a noticed public hearing on November 13, 2012, at which time all interested parties had the opportunity to be heard, and adopted Resolution 12-41 recommending adoption of the proposed Project, which resolution is incorporated herein by reference; and

WHEREAS, a City Council staff report dated December 4, 2012 and incorporated herein by reference, described and analyzed the Project; and

WHEREAS, the City Council considered the staff report, the Planning Commission recommendation, and all written and oral testimony submitted at a noticed public hearing on December 4, 2012, at which time all interested parties had the opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct and made a part of this resolution.

BE IT FURTHER RESOLVED that the City Council finds the Project exempt under the general rule in CEQA Guidelines section 15061(b)(3) that CEQA does not apply where it can be seen with certainty that there is no possibility for a significant effect on the environment. There is no such possibility for the Project since all previously adopted EIRs and other CEQA reviews and mitigation measures, EDSP development policies and standards, zoning and development review, and all applicable subdivision and development ordinances, including payment of impact fees, would continue to apply to development projects to ensure they are supported by needed infrastructure and public utilities.

BE IT FURTHER RESOLVED that the City Council approves the following Eastern Dublin Specific Plan Amendment based on findings that the amendment is consistent with the Dublin General Plan and that the Specific Plan as so amended will remain internally consistent (edit markings will be removed from the adopted amendments).

A. Amend the Summary, Section 3.9.2, Financing Goals and Policies, to read as follows:

3.9.2 FINANCING GOALS AND POLICIES

The Specific Plan states that new development should pay the full cost of infrastructure needed to serve the area and should fund the costs of mitigating adverse impacts to the City's existing infrastructure and services.

B. Amend the Summary, Section 3.9.3, Implementation, to read as follows:

3.9.3 IMPLEMENTATION

Various actions are specified to carry out the financing policies of the Specific Plan, including adoption of area of benefit ordinances, creation of a special assessment or Mello-Roos District, establishment of a landscaping and lighting district and geologic hazards abatement district, evaluation of Marks-Roos bond pooling, reviewing the need for a builder impact fee system, and coordinating efforts with the school district and CalTrans on public improvements.

C. Amend the Summary, Section 3.10.1, Key Implementing Actions, to delete the last bullet "Preparation of Financing Plans", as follows:

3.10.1 KEY IMPLEMENTING ACTIONS

- EIR Certification
- Adoption of CEQA Findings
- Amendment of the General Plan
- Adoption of the Specific Plan
- Prezoning
- Conclude Property Tax Exchange with the County
- Annexation of the Specific Plan area to the City of Dublin
- Preparation of a Plan for Services
- Annexation of Specific Plan area into DSRSD
- Preparation of Subarea Planned Development Plans
- Filing of Tentative Maps
- Site Development Review/Design Review

- Preparation of Public Improvement Plans
- Filing of Final Map
- Preparation of Park Improvement Plan

D. Amend the Summary, Section 3.10.2, Other Implementing Actions, to delete the first bullet "Entering into Development Agreements", as follows:

3.10.2 OTHER IMPLEMENTING ACTIONS

In addition to the procedural steps given above, the following actions will assist in implementing the Specific Plan.

- Adoption of Area of Benefit Ordinance
- Analysis of Financing Techniques
- Analysis of Feasibility of Marks-Roos Bond Pooling
- Analysis of Feasibility of Citywide Builder Impact Fee System

E. Amend the Summary, Section 3.10.3, Administration of the Specific Plan, to read as follows:

3.10.3 ADMINISTRATION OF THE SPECIFIC PLAN

Responsibility for administering the Specific Plan will be a joint effort of the City of Dublin and developers in Eastern Dublin. The City will review and approve projects in the Planning Area.

F. Amend Section 4.4.1, Location and Diversity, Action Program: Location and Diversity, to delete Program 4D, as follows, and renumber subsequent programs as appropriate:

G. Amend Section 10.1, Introduction to read as follows:

10.1 INTRODUCTION

The two primary purposes of this financing chapter are 1) to show how the major infrastructure costs of new eastern Dublin development will be financed and 2) to show that measures have been taken to ensure that new development will not drain existing City resources.

H. Amend Section 10.4, Goals and Policies, to delete the Goal statement at the top of p. 209, as follows:

I. Amend Policy 10-6 on p. 209 to read as follows:

Policy 10-6: Require developers who proceed ahead of any applicable infrastructure phasing plans to pay the costs of extending the backbone infrastructure to their project subject to future reimbursement.

J. Amend the 3rd full paragraph on p. 211 to read as follows:

The generally accepted standard is that total annual assessments (ad-valorem property taxes plus Mello-Roos or other assessments) should be less than two percent of property value. Since one percent is already accounted for in the ad-valorem property tax, the assessments should not exceed one percent. Note that in Table 10.4 all of the residential and commercial units would have annual assessments equal or below one percent. In short, this financing approach would spread the debt burden amongst the various land uses without placing any undue burden on any one land use.

K. Amend the Action Program: Financing, on p. 211 to remove the first bullet, as follows:

L. Amend the bulleted list in Section 11.1 on p. 219 to delete the last two bullets as follows:

11.1 SUMMARY: SPECIFIC PLAN IMPLEMENTATION PROGRAM

The following shows the approximate sequence of the key implementing steps that should be followed by the City to effectively implement this Specific Plan.

- Certify the Eastern Dublin Specific Plan Program Environmental Impact Report
- Adopt findings as required by the California Environmental Quality Act (CEQA)
- Amend the General Plan
- Adopt the Specific Plan
- Adopt rezoning for the Specific Plan area
- Conclude property tax exchange agreement with the County
- Annex currently unincorporated Specific Plan areas into the City and DSRSD service area
- Prepare a Plan for Services
- Adopt development review procedures for projects in the Specific Plan area
- Adopt Subarea Planned Development Plans
- Approve Master Grading, Utility and Drainage Plans
- Review and approve individual Tentative Subdivision maps
- Adopt Public Improvement Plans

M. Amend Section 11.2.7, second paragraph, to read as follows:

"Planned Development Plans" shall be prepared in greater detail than the Specific Plan, in keeping with zoning ordinance requirements. The plan shall show the location and arrangement of all proposed uses, specify the circulation system, define parcels, refine the design standards, specify the infrastructure requirements, reflect the applicable mitigation measures of the Final EIR, include master neighborhood landscape plans, and note neighborhood park location. Planned Development plans shall also include a written statement which discusses affordable housing and any other such material or information required by the Eastern Dublin Specific Plan, the Dublin General Plan, and/or needed for the type of development proposed. Action programs within the Specific Plan provide specific requirements.

N. Amend 11.2.10, Public Improvement Plans, to read as follows:

11.2.10 PUBLIC IMPROVEMENT PLANS

The on-site and off-site public improvements necessary to serve the eastern Dublin planning area need to be specifically designed. The applicants should prepare for City review and approval Public Improvement Plans, consisting of detailed engineering designs and documents for all utilities necessary to develop the land uses identified in the Specific Plan.

O. Delete Section 11.2.13, Financing Plans, as follows, and renumber subsequent sections as appropriate:

P. Amend Table 11.2, Responsibilities for Key Implementing Actions, to delete the last line referencing "Financing Plans", as follows:

RESPONSIBILITIES FOR KEY IMPLEMENTING ACTIONS

<u>Key Implementing Actions</u>	<u>Responsibility for Document Preparation</u>	<u>Adoption by</u>
EIR Certification	City	City
CEQA Findings	City	City

General Plan Amendments	City	City
Specific Plan Adoption	City	City
Rezoning	City	City
Annexation	City/DSRSD	City
Subarea Plans	Developers	City
Tentative Map	Developers	City
Site Development/Design Review	City	City
Public Improvement Plans	Developers	City
Final Subdivision Map	Developers	City
Park Improvement Plans	City	City

Q. Delete Section 11.3.1, Development Agreements, as follows and renumber subsequent sections, as appropriate:

R. Amend Table 11-3, Responsibilities for Other Implementing Actions, as follows:

Table 11-3
RESPONSIBILITIES FOR OTHER IMPLEMENTING ACTIONS

Other Implementing Actions	Responsibility For Document Preparation	Adoption by
Individual Development Agreement	City	City
Area of Benefit Ordinance	City	City
Special Assessment District or Mello-Roos CFD	Developers	City
Landscaping and Lighting District	Developers	City
Geological Hazards Abatement District	Developers	City
Marks-Roos Bond Pooling	City	City
Citywide Builder Impact Fee System	Developers	City

S. Amend Section 11.4.1, Responsibilities for Administration of the Specific Plan, to read as follows:

11.4.1 RESPONSIBILITIES FOR ADMINISTRATION OF THE SPECIFIC PLAN

Administration of the Eastern Dublin Specific Plan will be a joint effort of the City of Dublin and developers in Eastern Dublin .

T. Amend Action Program: Location and Diversity, on p. A5-2 to delete Program 4D, as follows, and renumber subsequent programs as appropriate:

U. Amend Appendix 5 to delete the second Goal statement on p. A5-33 as follows:

V. Amend Policy 10-6 on p. A5-34 to read as follows:

Policy 10-6: Require developers who proceed ahead of any applicable infrastructure phasing plans to pay the costs of extending the backbone infrastructure to their project subject to future reimbursement.

W. Amend Action Program: Financing, on p. A%-34 to remove the first bullet, as follows:

X. Make necessary conforming amendments to the EDSP for consistency with the above amendments, including revisions to the table of contents, renumbering or relettering provisions, as appropriate.

BE IT FURTHER RESOLVED that this resolution shall become effective thirty (30) days after passage.

PASSED, APPROVED, AND ADOPTED this 4th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION 12-41

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DUBLIN

RECOMMENDING THAT THE CITY COUNCIL AMEND THE EASTERN DUBLIN SPECIFIC PLAN TO ELIMINATE THE REQUIREMENT FOR DEVELOPMENT AGREEMENTS AND RELATED FINANCING PLANS AND INFRASTRUCTURE SEQUENCING PROGRAMS

WHEREAS, the specific plan amendment will remove development agreements, and related financing plans and infrastructure sequencing programs, from the Eastern Dublin Specific Plan (EDSP) implementation requirements (hereafter, "Project"). All development in the Eastern Dublin Specific Plan area will continue to be subject to previously adopted EIRs and other CEQA reviews and mitigation measures, EDSP development policies and standards, zoning and development review, and all applicable subdivision and development ordinances; and

WHEREAS, originally intended to ensure that infrastructure would be guaranteed as development proceeded in Eastern Dublin, the requirement for development agreements is no longer needed for that purpose and also constrains the City's ability to negotiate voluntary agreements that provide certainty to developers in exchange for community benefits; and

WHEREAS, a Planning Commission Staff Report, dated November 13, 2012 and incorporated herein by reference, described and analyzed the Project; and

WHEREAS, the Planning Commission considered the Staff Report and all written and oral testimony submitted at a noticed public hearing on November 13, 2012, at which time all interested parties had the opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct and made a part of this resolution.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the City Council find the Project exempt under the general rule in California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) that CEQA does not apply where it can be seen with certainty that there is no possibility for a significant effect on the environment. There is no such possibility for the Project since all previously adopted EIRs and other CEQA reviews and mitigation measures, EDSP development policies and standards, zoning and development review, and all applicable subdivision and development ordinances, including payment of impact fees, would continue to apply to development projects to ensure they are supported by needed infrastructure and public utilities.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the City Council adopt the resolution attached as Exhibit A and incorporated herein by reference.

PASSED, APPROVED AND ADOPTED this 13th day of November, 2012 by the following vote:

AYES: **Wehrenberg, Schaub, Brown**

NOES:

ABSENT: **O'Keefe, Bhuthimethee**

ABSTAIN:

Planning Commission Chair

ATTEST:

Assistant Community Development Director

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Planning Commission Minutes

Tuesday, November 13, 2012

CALL TO ORDER/ROLL CALL

A regular meeting of the City of Dublin Planning Commission was held on **Tuesday, November 13, 2012**, in the City Council Chambers located at 100 Civic Plaza. Chair Wehrenberg called the meeting to order at 7:00:24 PM

Present: Chair Wehrenberg; Commissioners Schaub and Brown; Jeff Baker, Assistant Community Development Director; Kit Faubion, Assistant City Attorney; Kristi Bascom, Principal Planner; Linda Smith, Economic Development Director; and Debra LeClair, Recording Secretary.

Absent: Vice Chair O'Keefe and Cm. Bhuthimethee

ADDITIONS OR REVISIONS TO THE AGENDA – NONE

MINUTES OF PREVIOUS MEETINGS – Vice Chair O'Keefe and Cm. Bhuthimethee were absent from the meeting and Cm. Schaub was absent from the October 9, 2012 meeting, therefore, the minutes of the October 9, 2012 meeting were not approved as there was no quorum.

On a motion by Cm. Brown and seconded Chair Wehrenberg the minutes from the October 30, 2012 Study Session were approved as written.

ORAL COMMUNICATIONS – NONE

CONSENT CALENDAR – NONE

WRITTEN COMMUNICATIONS – NONE

PUBLIC HEARINGS –

8.1 PLPA 2011-00003 – Moller Ranch (Braddock & Logan Services, Inc.) General Plan and Eastern Dublin Specific Plan Amendments, Planned Development rezone with related Stage 1 and Stage 2 Development Plan, Vesting Tentative Tract 8102, a Development Agreement and a Supplemental Environmental Impact Report.

Jeff Baker, Assistant Community Development Director, briefly discussed the project and recommended that the Planning Commission continue the item to a date uncertain in order to finish the response to comments on the Supplemental EIR.

Chair Wehrenberg opened the public hearing and having no speakers, closed the public hearing.

On a vote of 3-0-2, with Vice Chair O'Keefe and Cm. Bhuthimethee being absent, the Planning Commission voted to continue the item to a date uncertain.

8.2 PLPA-2012-00060 Community Benefit Agreement and Development Agreement for the Kingsmill Group Mixed-Use Retail/Residential project at the former Crown Chevrolet site in Downtown Dublin.

Linda Smith, Economic Development Director, presented the project as outlined in the Staff Report.

Cm. Brown asked about income qualifications of the applicants for the affordable housing portion of the project.

Ms. Smith answered that she did not have income level information but stated the project would primarily serve special needs veterans, as well as those veterans eligible for housing vouchers through the Alameda County Housing Authority.

Cm. Brown asked if the 76 affordable housing units will continue to be affordable housing restricted to veterans.

Ms. Smith responded that there is a typical 55 year deed restriction on the affordable units. She added that the project will be primarily marketed to special needs veterans and veterans and their families. She stated that they will also ensure there will be a supply of multi-bedroom apartments for veterans with families, not only those veterans in transition.

Cm. Schaub asked how many units are planned for the Dublin Blvd side of the project.

Ms. Smith answered, there are 314 units planned.

Cm. Schaub asked, with this type of development agreement, would a future Planning Commission be able to reduce the number of units in the project if they felt it was too dense for Dublin Blvd or would they be bound by the number of units mentioned in the agreement. He was concerned with the number of units in a nearby project and asked what the unit count was for that project.

Ms. Smith answered the Essex project has 309 units on 3.8 acres.

Cm. Schaub was concerned with building units close to Dublin Blvd and asked if a future Planning Commission could reduce the number of units in the project or would the development agreement lock in the number of units.

Mr. Baker answered that the unit count would be allocated to the developer but the design of the building would not. He compared this project to the Essex project which is 3.8 acres with 309 units; this project is 314 units on 5 acres, which is a larger site.

Cm. Schaub felt the design could be stepped back to keep the units back from the street.

Mr. Baker referred to Cm. Brown's question regarding income requirements for the affordable units; Section 6.2.2 of the agreement states "...restricts the use of Parcel B to the provision of

affordable housing for low-income households whose incomes do not exceed eighty percent (80%) of the area median income as adjusted for actual household size..."

Cm. Schaub felt that it may be harder to rent to veterans in the future, but the units could be offered to other low-income residents who are not veterans.

Ms. Smith agreed and stated that while the project will be marketed to veterans, the goal would be to ensure that the units are occupied with low-income residents.

Chair Wehrenberg opened the public hearing.

Woodie Carp, Senior Project Developer, Eden Housing, spoke in favor of the project. He stated that Eden housing was asked to participate in the project and was happy to. He stated that the project will primarily serve veterans and the families of veterans as a rental project. The project will be restricted to residents with income at or below 80% Area Median Income (AMI) but stated that EDEN Housing targets populations with incomes which are much lower and could be below 50% AMI, with some units as low as 30% of AMI. He stated that the specific funding program being requested would be to serve a special needs population, which in this situation would be disabled veterans. The specific program requires that at least 50% of the total units be rented to the special needs population. The units may be rented to veterans and their families but will also be offered to low-income households.

Chair Wehrenberg asked if they would be offering any other services to the veterans other than housing.

Mr. Carp answered no; Eden has executed a Memorandum of Understanding (MOU) with Sentinels of Freedom, an organization that works with disabled veterans for on-site services.

Chair Wehrenberg asked if the project would be strictly housing with no group rooms for meetings or for the resident's use.

Mr. Carp responded that all their projects are designed to include a services office as well as a counseling office that would be available for the Sentinels of Freedom or other service providers to utilize. He stated there is also a community room for the residents to use for other programs as well as programs provided by Eden. He stated that through the tax credit program, Eden is required to provide services for the residents.

Ms. Smith added that the project is located across from the Chabot/Las Positas College site that has done work with returning veterans. She stated Staff has started initial discussions with Chabot/Las Positas College regarding how the college can support the project.

Cm. Brown asked how mobility/accessibility issues will be dealt with in the project.

Mr. Carp answered that the concept will be a 4-story structure with an elevator and an adjacent 4-story garage structure that will be accessible from every level. Every unit will be built so that it can be converted to a fully accessible unit and there will be fully equipped, ADA accessible units per the code. He stated Eden will determine how many additional accessible units will be built in order to meet the needs of the population.

Cm. Schaub felt the project was located in an ideal area which is close to amenities and transportation. He asked if active service members and their families would also be eligible for this project and given priority.

Mr. Carp answered yes; it is being evaluated and Eden will work closely with the Fair Housing Attorney to ensure compliance with all fair housing rules and regulations. If possible, Eden would consider a priority for families of veterans and families of active service members, but stated that a minimum of 50% of the units would have to be reserved for the special needs population.

Chair Wehrenberg closed the public hearing.

Chair Wehrenberg agreed that the project is in a perfect location, and stated she is in support of the project.

Cm. Brown felt this was the first Community Benefit Agreement in the Downtown Dublin Specific Plan (DDSP).

Ms. Smith stated this project is the first agreement under the adopted DDSP.

Cm. Brown felt this is a good model and is in support of the project.

On a motion by Cm. Schaub and seconded by Cm. Brown, on a vote of 3-0-2, with Vice Chair O'Keefe and Cm. Bhuthimethee absent, the Planning Commission adopted:

RESOLUTION NO. 12-39

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DUBLIN

RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING A COMMUNITY BENEFIT/DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUBLIN AND DIAMOND HEIGHTS INVESTMENTS IV, LLC. FOR A MIXED-USE RETAIL/RESIDENTIAL PROJECT

8.3 PLPA-2012-00061 Commercial Corridor Design Guidelines. Creation of design guidelines for commercial and industrial properties, amendments to the Zoning Ordinance (Chapter 8.33 and Chapter 8.104), and an amendment to the Zoning Map for the purposes of project implementation.

Kristi Bascom, Principal Planner, presented the project as outlined in the Staff Report.

Chair Wehrenberg opened the public hearing and having no speakers, closed the public hearing.

The Planning Commission was in support of the project and the revisions made at the Planning Commission Study Session on October 30, 2012.

On a motion by Cm. Brown and seconded by Cm. Schaub, on a vote of 3-0-2 with Vice Chair O'Keefe and Cm. Bhuthimethee absent, the Planning Commission adopted:

RESOLUTION NO. 12 - 40

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF DUBLIN**

RECOMMENDING CITY COUNCIL APPROVAL OF THE COMMERCIAL CORRIDOR DESIGN GUIDELINES AND RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE ADDING CHAPTER 8.33 TO THE DUBLIN MUNICIPAL CODE (ZONING ORDINANCE) ESTABLISHING THE COMMERCIAL CORRIDOR OVERLAY ZONING DISTRICT AND AMENDING SECTION 8.104.040 RELATING TO THE COMMERCIAL CORRIDOR OVERLAY ZONING DISTRICT SITE DEVELOPMENT REVIEW AND AMENDING THE ZONING MAP TO ADD AN OVERLAY ZONING DISTRICT DESIGNATION TO THE COMMERCIAL CORRIDOR AREA



8.4 Eastern Dublin Specific Plan Amendment to Eliminate the Requirement for Development Agreements and related Financing Plans and Infrastructure Sequencing Programs.

Kit Faubion, Assistant City Attorney, presented the project as outlined in the Staff Report.

The Planning Commission was in support of the project.

Chair Wehrenberg opened the public hearing and having no speakers, closed the public hearing.

On a motion by Cm. Schaub and seconded by Cm. Brown, on a vote of 3-0-2, with Vice Chair O'Keefe and Cm. Bhuthimethee absent, the Planning Commission adopted:

RESOLUTION 12 - 41

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF DUBLIN**

RECOMMENDING THAT THE CITY COUNCIL AMEND THE EASTERN DUBLIN SPECIFIC PLAN TO ELIMINATE THE REQUIREMENT FOR DEVELOPMENT AGREEMENTS AND RELATED FINANCING PLANS AND INFRASTRUCTURE SEQUENCING PROGRAMS



NEW OR UNFINISHED BUSINESS – NONE

OTHER BUSINESS - NONE

- 10.1 **Brief INFORMATION ONLY** reports from the Planning Commission and/or Staff, including Committee Reports and Reports by the Planning Commission related to meetings attended at City Expense (AB 1234).
- 10.2 Mr. Baker mentioned there will be a Study Session regarding the Economic Development Element of the General Plan scheduled for Tuesday, December 11, 2012 at 6:00 pm.
- 10.3 Mr. Baker discussed the upcoming agendas for future Planning Commission meetings.
- 10.4 Chair Wehrenberg mentioned that the Downtown Regional Sign Appeal will be heard at the November 20th City Council meeting. Mr. Baker agreed.

ADJOURNMENT – The meeting was adjourned at 7:34:05 PM

Respectfully submitted,

Doreen Wehrenberg
Planning Commission Chair

ATTEST:

Jeff Baker
Assistant Community Development Director

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RESOLUTION NO. 203-12

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

**AMENDING THE EASTERN DUBLIN SPECIFIC PLAN TO ELIMINATE THE REQUIREMENT FOR
DEVELOPMENT AGREEMENTS AND RELATED FINANCING PLANS AND INFRASTRUCTURE
SEQUENCING PROGRAMS**

WHEREAS, in 1993, the City adopted the Eastern Dublin Specific Plan (EDSP) to guide future development of approximately 3,300 acres of undeveloped lands east of Camp Parks over a 20-30 year planning period. Subsequent amendments have increased the size of the specific plan area, and most of the most of the basic infrastructure has been constructed or is planned for construction through annexation agreements, PD-Planned Development zoning, vesting tentative map approvals, and/or other development entitlements; and

WHEREAS, the EDSP area was largely undeveloped when the plan was adopted; therefore, an important goal of the plan was to ensure that infrastructure improvements and public utilities were provided as needed by potential urban development. Among the implementation tools for this goal were requirements that developers in the specific plan area prepare detailed financing plans and infrastructure sequencing programs to identify necessary capital improvements, including public facilities, streets and utilities and insure their timely financing through related development agreements. The EDSP development agreements typically vest development rights for a 5-year term and specify the precise financial responsibilities of each developer; and

WHEREAS, originally intended to ensure that infrastructure would be guaranteed as development proceeded in Eastern Dublin, the requirement for development agreements is no longer needed for that purpose and also constrains the City's ability to negotiate voluntary agreements that provide certainty to developers in exchange for community benefits; and

WHEREAS, the specific plan amendment will remove development agreements, and related financing plans and infrastructure sequencing programs from the EDSP implementation requirements (hereafter, "Project"). All development in the Eastern Dublin Specific Plan area will continue to be subject to previously adopted EIRs and other CEQA reviews and mitigations, EDSP development policies and standards, zoning and development review, and all applicable subdivision and development ordinances; and

WHEREAS, a Planning Commission staff report, dated November 13, 2012 and incorporated herein by reference, described and analyzed the Project; and

WHEREAS, the Planning Commission considered the staff report and all written and oral testimony submitted at a noticed public hearing on November 13, 2012, at which time all interested parties had the opportunity to be heard, and adopted Resolution 12-41 recommending adoption of the proposed Project, which resolution is incorporated herein by reference; and

WHEREAS, a City Council staff report dated December 4, 2012 and incorporated herein by reference, described and analyzed the Project; and

WHEREAS, the City Council considered the staff report, the Planning Commission recommendation, and all written and oral testimony submitted at a noticed public hearing on December 4, 2012, at which time all interested parties had the opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct and made a part of this resolution.

BE IT FURTHER RESOLVED that the City Council finds the Project exempt under the general rule in CEQA Guidelines section 15061(b)(3) that CEQA does not apply where it can be seen with certainty that there is no possibility for a significant effect on the environment. There is no such possibility for the Project since all previously adopted EIRs and other CEQA reviews and mitigation measures, EDSP development policies and standards, zoning and development review, and all applicable subdivision and development ordinances, including payment of impact fees, would continue to apply to development projects to ensure they are supported by needed infrastructure and public utilities.

BE IT FURTHER RESOLVED that the City Council approves the following Eastern Dublin Specific Plan Amendment based on findings that the amendment is consistent with the Dublin General Plan and that the Specific Plan as so amended will remain internally consistent (edit markings will be removed from the adopted amendments).

A. Amend the Summary, Section 3.9.2, Financing Goals and Policies, to read as follows:

3.9.2 FINANCING GOALS AND POLICIES

The Specific Plan states that new development should pay the full cost of infrastructure needed to serve the area and should fund the costs of mitigating adverse impacts to the City's existing infrastructure and services.

B. Amend the Summary, Section 3.9.3, Implementation, to read as follows:

3.9.3 IMPLEMENTATION

Various actions are specified to carry out the financing policies of the Specific Plan, including adoption of area of benefit ordinances, creation of a special assessment or Mello-Roos District, establishment of a landscaping and lighting district and geologic hazards abatement district, evaluation of Marks-Roos bond pooling, reviewing the need for a builder impact fee system, and coordinating efforts with the school district and CalTrans on public improvements.

C. Amend the Summary, Section 3.10.1, Key Implementing Actions, to delete the last bullet "Preparation of Financing Plans", as follows:

3.10.1 KEY IMPLEMENTING ACTIONS

- EIR Certification
- Adoption of CEQA Findings
- Amendment of the General Plan
- Adoption of the Specific Plan
- Rezoning
- Conclude Property Tax Exchange with the County
- Annexation of the Specific Plan area to the City of Dublin
- Preparation of a Plan for Services
- Annexation of Specific Plan area into DSRSD

- Preparation of Subarea Planned Development Plans
- Filing of Tentative Maps
- Site Development Review/Design Review
- Preparation of Public Improvement Plans
- Filing of Final Map
- Preparation of Park Improvement Plan

D. Amend the Summary, Section 3.10.2, Other Implementing Actions, to delete the first bullet "Entering into Development Agreements", as follows:

3.10.2 OTHER IMPLEMENTING ACTIONS

In addition to the procedural steps given above, the following actions will assist in implementing the Specific Plan.

- Adoption of Area of Benefit Ordinance
- Analysis of Financing Techniques
- Analysis of Feasibility of Marks-Roos Bond Pooling
- Analysis of Feasibility of Citywide Builder Impact Fee System

E. Amend the Summary, Section 3.10.3, Administration of the Specific Plan, to read as follows:

3.10.3 ADMINISTRATION OF THE SPECIFIC PLAN

Responsibility for administering the Specific Plan will be a joint effort of the City of Dublin and developers in Eastern Dublin. The City will review and approve projects in the Planning Area.

F. Amend Section 4.4.1, Location and Diversity, Action Program: Location and Diversity, to delete Program 4D, as follows, and renumber subsequent programs as appropriate:

~~**Program 4D:** Explore the use of development agreements with applicants for major developments, to ensure that infrastructure improvements, public utilities, and other amenities are provided consistent with Specific Plan policies, and as needed by planning area development.~~

G. Amend Section 10.1, Introduction to read as follows:

10.1 INTRODUCTION

The two primary purposes of this financing chapter are 1) to show how the major infrastructure costs of new eastern Dublin development will be financed and 2) to show that measures have been taken to ensure that new development will not drain existing City resources.

H. Amend Section 10.4, Goals and Policies, to delete the Goal statement at the top of p. 209, as follows:

~~Goal: The financing plan should provide for reimbursements from any other benefiting areas for costs that Specific Plan area owners are required to advance, and should provide a fair allocation of costs among land uses.~~

I. Amend Policy 10-6 on p. 209 to read as follows:

Policy 10-6: Require developers who proceed ahead of any applicable infrastructure phasing plans to pay the costs of extending the backbone infrastructure to their project subject to future reimbursement.

J. Amend the 3rd full paragraph on p. 211 to read as follows:

The generally accepted standard is that total annual assessments (ad-valorem property taxes plus Mello-Roos or other assessments) should be less than two percent of property value. Since one percent is already accounted for in the ad-valorem property tax, the assessments should not exceed one percent. Note that in Table 10.4 all of the residential and commercial units would have annual assessments equal or below one percent. In short, this financing approach would spread the debt burden amongst the various land uses without placing any undue burden on any one land use.

K. Amend the Action Program: Financing, on p. 211 to remove the first bullet, as follows:

~~Development Agreement. For each property in the Planning Area, prepare and adopt a development agreement that spells out the precise financial responsibilities of the developer.~~

L. Amend the bulleted list in Section 11.1 on p. 219 to delete the last two bullets as follows:

11.1 SUMMARY: SPECIFIC PLAN IMPLEMENTATION PROGRAM

The following shows the approximate sequence of the key implementing steps that should be followed by the City to effectively implement this Specific Plan.

- Certify the Eastern Dublin Specific Plan Program Environmental Impact Report
- Adopt findings as required by the California Environmental Quality Act (CEQA)
- Amend the General Plan
- Adopt the Specific Plan
- Adopt rezoning for the Specific Plan area
- Conclude property tax exchange agreement with the County
- Annex currently unincorporated Specific Plan areas into the City and DSRSD service area
- Prepare a Plan for Services
- Adopt development review procedures for projects in the Specific Plan area
- Adopt Subarea Planned Development Plans
- Approve Master Grading, Utility and Drainage Plans
- Review and approve individual Tentative Subdivision maps
- Adopt Public Improvement Plans

M. Amend Section 11.2.7, second paragraph, to read as follows:

"Planned Development Plans" shall be prepared in greater detail than the Specific Plan, in keeping with zoning ordinance requirements. The plan shall show the location and arrangement of all proposed uses, specify the circulation system, define parcels, refine the design standards, specify the infrastructure requirements, reflect the applicable mitigation measures of the Final EIR, include master neighborhood landscape plans, and note neighborhood park location. Planned Development plans shall also include a written statement which discusses affordable housing and any other such material or information required by the Eastern Dublin Specific Plan, the Dublin General Plan, and/or needed for the type of development proposed. Action programs within the Specific Plan provide specific requirements.

N. Amend 11.2.10, Public Improvement Plans, to read as follows:

11.2.10 PUBLIC IMPROVEMENT PLANS

The on-site and off-site public improvements necessary to serve the eastern Dublin planning area need to be specifically designed. The applicants should prepare for City review and approval Public Improvement Plans, consisting of detailed engineering designs and documents for all utilities necessary to develop the land uses identified in the Specific Plan.

O. Delete Section 11.2.13, Financing Plans, as follows, and renumber subsequent sections as appropriate:

~~11.2.13 FINANCING PLANS~~

~~The major capital improvements required supporting development in the eastern Dublin planning area, major project responsibilities and possible methods of funding are described in Chapter 11. Detailed financial plans shall be prepared and be made a part of the Development Agreement. The Financing Plans shall identify the necessary capital improvements including public facilities, streets and utilities and assure their timely financing. Implementation of the Financing Plans can be assured by inclusion of provisions in development approvals and/or development agreements that require adherence to the plan.~~

P. Amend Table 11.2, Responsibilities for Key Implementing Actions, to delete the last line referencing "Financing Plans", as follows:

Table 11.2

RESPONSIBILITIES FOR KEY IMPLEMENTING ACTIONS

Key Implementing Actions	Responsibility for Document Preparation	Adoption by
EIR Certification	City	City
CEQA Findings	City	City

General Plan Amendments	City	City
Specific Plan Adoption	City	City
Rezoning	City	City
Annexation	City/DSRSD	City
Subarea Plans	Developers	City
Tentative Map	Developers	City
Site Development/Design Review	City	City
Public Improvement Plans	Developers	City
Final Subdivision Map	Developers	City
Park Improvement Plans	City	City

Q. Delete Section 11.3.1, Development Agreements, as follows and renumber subsequent sections, as appropriate:

~~11.3.1 DEVELOPMENT AGREEMENTS~~

~~The City shall require all applicants for development in eastern Dublin to enter into a mutually acceptable development agreement with the City for their respective area. Agreements should only be arranged where the developer is prepared to proceed promptly in accordance with a specific time schedule for seeking the required approvals and commencing construction. Typically, the agreements would be entered into after the EIR is certified and before tentative subdivision maps are approved.~~

~~Such development agreements will set forth the roles that will govern the developments as they proceed through the approval process. Both the City and the project sponsors (developers) would commit themselves to proceed in accordance with the terms of the agreements. The City may agree to process further applications in accordance with its plans and laws in existence at the time of the agreements. In effect, the City promises not to change its planning or zoning laws applicable to these developments for a specified period of time. Thus, future land use decisions are not made according to the City's laws and policies in effect at that time, but are made according to the laws in effect when the agreements were entered into. In return, the developers may agree to construct specific improvements, provide public facilities and services, develop according to a specified time schedule or make other commitments which the City might otherwise have no authority to compel the developers to perform. The Specific Plan and its EIR places substantial requirements on the development of the properties within the eastern Dublin planning area. These requirements include financing, construction and maintenance of public facilities, design standards, and mitigation of environmental impacts. For this Specific Plan, a development agreement is the recommended legal document to:~~

- ~~• Augment the City's standard development regulations in response to the particular characteristics of each individual project;~~
- ~~• Spell out the precise financial responsibilities of the developer;~~
- ~~• Ensure timely provision of adequate public facilities for each project;~~
- ~~• Streamline the development approval process by coordinating various discretionary approvals;~~
- ~~• Provide the terms for reimbursement when a developer advances funding for specific facilities which have community wide or area benefit;~~
- ~~• Provide mutually to both the City and the developer regarding entitlements to the developer in return for commitments for public improvements.~~

~~The City should first develop a Master Development Agreement to serve as the format for all development agreements within the eastern Dublin planning area. The conditions included in this Master Development Agreement would then be tailored to the special condition for each major project area and the development projects within it.~~

R. Amend Table 11-3, Responsibilities for Other Implementing Actions, as follows:

Table 11-3

RESPONSIBILITIES FOR OTHER IMPLEMENTING ACTIONS

Responsibility

For Document

Other Implementing Actions Preparation Adoption by

Area of Benefit Ordinance City City

Special Assessment District or

Mello-Roos CFD Developers City

Landscaping and Lighting District Developers City

Geological Hazards Abatement District Developers City

Marks-Roos Bond Pooling City City

Citywide Builder Impact Fee System Developers City

S. Amend Section 11.4.1, Responsibilities for Administration of the Specific Plan, to read as follows:

11.4.1 RESPONSIBILITIES FOR ADMINISTRATION OF THE SPECIFIC PLAN

Administration of the Eastern Dublin Specific Plan will be a joint effort of the City of Dublin and developers in Eastern Dublin .

T. Amend Action Program: Location and Diversity, on p. A5-2 to delete Program 4D, as follows, and renumber subsequent programs as appropriate:

~~Program 4D: Explore the use of development agreements with applicants for major developments, to ensure that infrastructure improvements, public utilities, and other amenities are provided consistent with Specific Plan policies, and as needed by planning area development.~~

U. Amend Appendix 5 to delete the second Goal statement on p. A5-33 as follows:

~~Goal: The financing plan should provide for reimbursements from any other benefiting areas for costs that Specific Plan area owners are required to advance, and should provide a fair allocation of costs among land uses.~~

V. Amend Policy 10-6 on p. A5-34 to read as follows:

Policy 10-6: Require developers who proceed ahead of any applicable infrastructure phasing plans to pay the costs of extending the backbone infrastructure to their project subject to future reimbursement.

W. Amend Action Program: Financing, on p. A5-34 to remove the first bullet, as follows:

~~• Development Agreement. For each property in the Planning Area, prepare and adopt a development agreement that spells out the precise financial responsibilities of the developer.~~

X. Make necessary conforming amendments to the EDSP for consistency with the above amendments, including revisions to the table of contents, renumbering or relettering provisions, as appropriate.

BE IT FURTHER RESOLVED that this resolution shall become effective thirty (30) days after passage.

PASSED, APPROVED, AND ADOPTED this 4th day of December, 2012 by the following vote:

AYES: Councilmembers Biddle, Hart, Hildenbrand, and Mayor Sbranti

NOES: None

ABSENT: Councilmember Swalwell

ABSTAIN: None



Mayor

ATTEST:



City Clerk




STAFF REPORT CITY COUNCIL

CITY CLERK
File #330-20

DATE: April 15, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Christopher L. Foss, Acting City Manager 

SUBJECT: Fiscal Year 2013-14 Budget Adjustments
Prepared by Colleen Tribby, Administrative Services Director

EXECUTIVE SUMMARY:

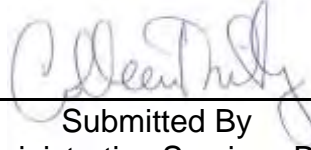
The City Council will consider adoption of a budget change form, authorizing various budget adjustments for non-General Fund revenues, as well as expenditures for Fiscal Year 2013-14 to align with actual activity.

FINANCIAL IMPACT:

Approval of the attached budget change form will amend various FY 2013-14 budgets in non-General Fund programs. Changes include a \$3.2 million increase to revenue budgets in Traffic Impact Fees Funds and Special Revenue Funds, an increase to the final project budget for the Public Safety Complex, and some cleanup adjustments in other Capital Improvement Program projects.

RECOMMENDATION:

Staff recommends that the City Council adopt a **Resolution** amending the City of Dublin's FY 2013-14 Budget.


Submitted By
Administrative Services Director


Reviewed By
Acting Assistant City Manager

DESCRIPTION:

The proposed budget adjustments bring the current year amended budget in line with actual revenues and expenditures, when there are large changes to projections or when routine "clean up" items are necessary. Specifically, this adjustment focuses primarily on non-General Fund

revenues and adjustments to expenditures. It does not provide an update to any fund summaries or to projected fund balances.

The next update to projected General Fund year-end results will be provided with the 3rd Quarter Financial Review, which will be presented to the City Council in May.

Items Needing City Council Approval (Budget Change Form Attached):

1. Budget adjustments, Non-General Fund:

The following adjustments are related to accelerated development activity in the latter half of the fiscal year:

- a. Increase Developer Contribution Revenue in the East Dublin Traffic Impact Fee Funds: \$1,003,950
- b. Increase Developer Contribution Revenue in the Public Art Fund: \$500,835
- c. Increase Developer Contribution Revenue in the Affordable Housing Fund: \$1,712,250

Additional actions needed:

- d. Appropriate \$426 in the Storm Water Funds to cover DSRSD's new storm interceptor cleaning fee.
- e. Decrease the Dougherty Road Improvement Project budget by \$309,607 (Project st0911). This portion of the project will not be funded using the Mitigation Contributions Fund, but instead will use the Dougherty Valley Traffic Impact Fee Fund next fiscal year. The budget for the mitigation funding will be reduced in the current year, and will be increased again pending approval of the Capital Improvement Program in May 2014.
- f. Decrease the West Dublin BART – Golden Gate Drive Improvements Project budget by \$24,300 (Project st1111). The portion of the project that was funded by Highway Safety Traffic Reduction Bond Funds has already been completed, and the grant period has expired.
- g. Increase the Public Safety Complex Project budget by \$138,159 (Project gi0712) to cover final project costs. There are potential expense offsets totaling \$104,850 that include some reimbursements from the Alameda County Fire Department and a credit from PG&E, but the final amount has not yet been determined. With the approval of this budget change, the City can process the final vendor invoices against the project.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

None.

ATTACHMENTS: 1. Resolution Amending the City of Dublin's FY 2013-14 Budget
2. Budget Change Form

RESOLUTION NO. xx - 14

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

AMENDING THE CITY OF DUBLIN'S FISCAL YEAR 2013-14 BUDGET

WHEREAS, the City of Dublin adopts the budget with the intent of providing a planned policy program for City services; and

WHEREAS, the City Council approved Resolution 86-13 adopting the Adopted Budget and Financial Plan for Fiscal Year 2013-14 on June 4, 2013; and

WHEREAS, amendments for revenues and expenditures impacting the various funds should be approved, consistent with the changes in estimated revenues, operating requirements, and previous City Council actions; and

WHEREAS, the following budget items need City Council approval:

1. Increase Developer Contribution Revenue in the East Dublin Traffic Impact Fee Funds: \$1,003,950
2. Increase Developer Contribution Revenue in the Public Art Fund: \$500,835
3. Increase Developer Contribution Revenue in the Affordable Housing Fund: \$1,712,250
4. Increase Storm Water Funds budget: \$426
5. Decrease the Dougherty Road Improvement Project budget: \$309,607 (Project st0911)
6. Decrease the West Dublin BART – Golden Gate Drive Improvements Project: \$24,300 (Project st1111)
7. Increase the Public Safety Complex Project budget: \$138,159 (Project gi0712)

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby amend the Adopted Budget and Financial Plan for Fiscal Year 2013-14 to account for the items listed in this resolution.

PASSED, APPROVED AND ADOPTED this 15th day of April, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

**CITY OF DUBLIN BUDGET CHANGE FORM
FY 2013-14**

Budget Change Reference #: _____

City Council's Approval Required

From Un-Appropriated Reserves _____ X Transfer btwn Funds _____ X
From Designated Reserves _____ Other _____

Description	Budget Change	
	Account	Amount
Revenue Changes:		
EDTIF Category 1 - Developer Contribution (1)	4301.0000.49161	\$844,800
EDTIF Category 2 - Developer Contribution (1)	4302.0000.49161	\$159,150
Public Art Fund - Developer Contribution (2)	2801.0000.49161	\$500,835
Affordable Housing Fund - Developer Contribution (2)	2901.0000.49161	\$1,712,250
Expenditure Changes:		
Dublin/Dougherty Storm Water Fund - Drainage Maint (3)	2323.3201.64076	\$213
Village Pkwy Storm Water Fund - Drainage Maintenance (3)	2324.3201.64076	\$213
CIP Project Changes:		
Public Safety Complex (4)	gi0712.9400.9402	\$138,159
Transfer out to Project Fund	1001.9301.89101	\$138,159
Transfer in from Fund 1001	3300.9301.49999	\$138,159
Dougherty Rd Improvements - Sierra Ln to North City Limit (Mitigation Funds) (5)	st0911.9200.9201	(\$309,607)
Transfer out to Project Fund	4309.9601.89101	(\$309,607)
Transfer in from Fund 4309	3600.9601.49999	(\$309,607)
West Dublin BART - Golden Gate Dr Improvements (6)	st1111.9400.9401	(\$24,300)
Transfer out to Project Fund	2210.9601.89101	(\$24,300)
Transfer in from Fund 2210	3600.9601.49999	(\$24,300)
NOTES		
1) Increased revenue due to advancement of development projects timeline. 2) One-time developer contribution to Public Art Fund and Affordable Housing Fund. 3) DSRSD charge for storm interceptor cleaning. 4) Increased project budget to cover final vendor invoices. No reimbursements/credits are included at this point. 5) This portion of the project budget will be replaced with funding from the Dougherty Valley TIF (Fund 4305), as part of the FY 2014-15 CIP budget proposal. This budget change will reduce the budget in FY 2013-14; it will be increased again July 1, pending the approval of the CIP. 6) The Highway Safety Traffic Reduction Bond Funds have already been expended and the grant period ended in FY 12-13.		

As Presented at the City Council Meeting 4/15/2014

*****Finance Use Only*****

Posted By: _____

Date: _____




STAFF REPORT CITY COUNCIL

CITY CLERK
File #1000-80

DATE: April 15, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Christopher L. Foss, Acting City Manager 

SUBJECT: Drought State of Emergency Continuance
Prepared by Roger Bradley, Assistant to the City Manager

EXECUTIVE SUMMARY:

On March 18, 2014, the City Council adopted a Resolution declaring a State of Emergency in the City of Dublin due to extreme drought conditions within the State and City. The City Council will consider continuing extending the State of Emergency for an additional 30 days.

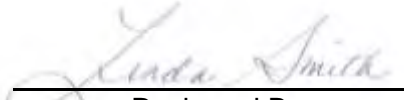
FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends that the City Council, by motion, as required by Government Code Section 8630(c), which states that the City Council shall review the need for continuing a local emergency at least once every 30 days until the governing body terminates the local emergency, continue the State of Emergency that was declared on March 18, 2014, based on the fact that extreme drought conditions continue to exist within both the State of California and City of Dublin, and the threat to the safety and welfare of Dublin residents remains.


Submitted By
Assistant to the City Manager


Reviewed By
Acting Assistant City Manager

DESCRIPTION:

On March 18, 2014, the City Council adopted Resolution 26-14 (Attachment 1), declaring a State of Emergency due to extreme drought conditions within the State and within the City of Dublin. State law requires that the City Council revisit and consider whether to extend the State of Emergency within the City at least once every 30 days. At the current time, the Governor's State of Emergency declaration, as well as those passed by Dublin San Ramon Services District and Zone 7, still stand. Additionally, while recent rains have been much needed, they have not provided enough relief to rescind the emergency situation. As a result, Staff recommends that the City Council find that the drought conditions and the resultant threat to the City and its

residents and businesses have not changed and continue the drought emergency for an additional 30 days.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

None.

ATTACHMENTS: 1. Resolution 26-14.

RESOLUTION NO. 26 - 14

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

**PROCLAMATION OF A LOCAL STATE OF EMERGENCY DUE TO EXTREME DROUGHT
CONDITIONS**

WHEREAS, California Government Code 8630(a) and Ordinance No. 02-85 (Section 6.A(1)) of the City of Dublin, adopted on January 14, 1985, empower the City Council to proclaim the existence or threatened existence of a LOCAL EMERGENCY when said City is affected or likely to be affected by a public calamity; and

WHEREAS the State of California is experiencing record dry conditions, with 2014 projected to become the driest year on record; and

WHEREAS, the State's water supplies have dipped to alarming levels, indicated by the following: snowpack in California's mountains is approximately 20 percent less than the normal average; California's largest water reservoirs have very low water levels for this time of year; California's major river systems have significantly reduced surface water flows; and groundwater levels throughout the State have dropped significantly; and

WHEREAS, extremely dry conditions have persisted since 2012 and may continue beyond this year and more regularly into the future; and

WHEREAS, on January 17, 2014, Governor Jerry Brown declared a state of emergency based on drought conditions in California and called on all Californians to conserve water, with the goal of reducing consumption by 20 percent; and

WHEREAS, the Zone 7 Board of Directors declared a drought emergency on January 29, 2014; and

WHEREAS, the Dublin San Ramon Services District Board of Directors declared a community drought emergency on February 18, 2014; and

WHEREAS, Dublin Municipal Code Section 2.44.060.A.6 states that whenever the Governor declares a State of Emergency, the City Manager is empowered to take certain actions including to direct emergency efforts, to make and issue rules and regulations of matters reasonably related to the protection of life and property, to obtain vital supplies, and to require emergency services; and

WHEREAS, the City Council of the City of Dublin does hereby find: 1) that the conditions of extreme peril to the safety of persons and property have arisen within the City of Dublin, caused by the aforementioned extreme drought conditions; 2) that the aforementioned conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency; and 3) that in order to show solidarity with the water purveyors within the community and to assist them with combating the effects of said drought conditions, a local emergency should be declared; and

WHEREAS, California Government Code section 8630(c) states that City Council shall review the need for continuing the local emergency at least once every 30 days.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED by the City Council of the City of Dublin that a LOCAL DROUGHT EMERGENCY now exists throughout the City; and

BE IT FURTHER PROCLAIMED AND ORDERED that said LOCAL DROUGHT EMERGENCY shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Dublin.

PASSED, APPROVED AND ADOPTED this 18th day of March 2014, by the following vote:

AYES: Councilmembers Biddle, Gupta, Hart, Haubert, and Mayor Sbranti

NOES: None

ABSENT: None

ABSTAIN: None



Mayor

ATTEST:



City Clerk



STAFF REPORT CITY COUNCIL

CITY CLERK
File #300-40

DATE: April 15, 2014
TO: Honorable Mayor and City Councilmembers
FROM: Christopher L. Foss, Acting City Manager
SUBJECT: Check Issuance Report and Electronic Funds Transfers
Prepared by Veronica Briggs, Finance Technician II

EXECUTIVE SUMMARY:

The City Council will receive a listing of payments issued from March 1, 2014 – March 31, 2014 totaling \$7,611,424.98

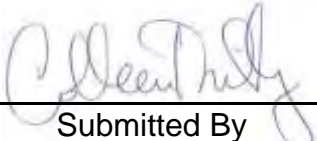
FINANCIAL IMPACT:

SUMMARY OF PAYMENTS ISSUED March 1, 2014 through March 31, 2014

Total Number of Payments: 428
Total Amount of Payments: \$7,611,424.98

RECOMMENDATION:

Staff recommends that the City Council receive the report.


Submitted By
Administrative Services Director


Reviewed By
Acting Assistant City Manager

DESCRIPTION:

The Payment Issuance Report (see Attachment 1) provides a listing of all payments for the period beginning March 1, 2014 through March 31, 2014. This report is provided in accordance with the policy adopted November 15, 2011 in Resolution 189-11. The listing of payments has been reviewed in accordance with policies for processing payments and expenditures.

ATTACHMENTS: 1. Payment Listing - March 2014

City of Dublin
Payment Issuance Report
Payments Dated 3/1/2014 through 3/31/2014

Date Issued	Payee	Amount	Description
03/03/2014	UNUM LIFE INS CO OF AMERICA	11,464.12	LIFE INSURANCE PREMIUM - MARCH 2014
Payments Issued 3/3/2014 Total:		11,464.12	
03/04/2014	ALL CITY MANAGEMENT SVCS INC	5,536.80	CROSSING GUARD SERVICES 1/19/14-2/1/14
		5,536.80	CROSSING GUARD SERVICES 11/10/13-11/23/1
	Check Total:	11,073.60	
03/04/2014	ALLEGRA PRINT & IMAGING	98.10	VOLUNTEER RECOGNITION EVENT PROGRAMS
03/04/2014	APPLE ONE EMPLOYMENT SERVICES	396.00	TEMPORARY PUBLIC WORKS STAFF
03/04/2014	ARNTZ BUILDERS, INC.	500.00	REFUND ENCROACHMENT PERMIT BOND
03/04/2014	ART PROCESS	252.00	REC CLASS INSTRUCTOR
03/04/2014	AT & T MOBILITY	131.58	SERVICE TO 2/7/14
03/04/2014	AT&T - CALNET 2	36.69	SERVICE TO 2/6/14
03/04/2014	AT&T CALIFORNIA	53,025.13	SCARLETT CT AERIAL TO UNDERGROUND CON
03/04/2014	AYERS DISTRIBUTING CO	952.00	SPRING EGGSTRAVAGANZA SUPPLIES
03/04/2014	BAY VALLEY CONSTRUCTION	500.00	REFUND ENCROACHMENT PERMIT BOND
03/04/2014	BIG O TIRES #7	180.05	POLICE VEHICLE MAINTENANCE
		378.92	PUBLIC WORK VEHICLE MAINTENANCE
	Check Total:	558.97	
03/04/2014	CAPIO	400.00	PUBLIC INFORMATION OFFICERS CONF REG-JA
03/04/2014	CENTRAL VALLEY TOXICOLOGY	2,456.00	LAB TESTING SERVICES - JAN 2014
03/04/2014	CHINN, AVA YEE	706.20	REC CLASS INSTRUCTOR
03/04/2014	CONTRACT SWEEPING SERVICES	12,232.96	CITYWIDE STREET SWEEPING SERVICES-JAN 2
03/04/2014	CRIME SCENE STERI-CLEAN, LLC	750.00	INVESTIGATION SITE CLEANING SERVICES
03/04/2014	CSI FORENSIC SUPPLY	412.62	EVIDENCE SUPPLIES
03/04/2014	DUBLIN DAWGS BASEBALL CLUB	750.00	SHANNON CENTER DEPOSIT REFUND
03/04/2014	DUBLIN SAN RAMON SERVICES	105.12	WATER ACTION PLAN CITY PORTION
03/04/2014	DUBLIN UNIFIED SCHOOL DISTRICT	204.18	STAGER GYM UTILITIES 12/3/13 - 12/31/13
03/04/2014	ENGEO INC	500.00	REFUND ENCROACHMENT PERMIT BOND
03/04/2014	ENTERPRISE RENT A CAR	1,677.50	POLICE VEHICLE RENTAL
03/04/2014	EVENFLOW PLUMBING	500.00	REFUND ENCROACHMENT PERMIT BOND
03/04/2014	FEDEX	76.19	EXPRESS SHIPPING
03/04/2014	GETTLER-RYAN INC.	500.00	REFUND ENCROACHMENT PERMIT BOND
03/04/2014	GILL NAVEET SINGH	60.00	PARKING CITATION REFUND
03/04/2014	GILL'S APPRAISALS	750.00	SHANNON CENTER DEPOSIT REFUND
03/04/2014	GINN, CARLA	732.00	REC CLASS INSTRUCTOR
03/04/2014	GREEN LANTERN CATERING INC.	188.84	SENIOR CENTER ST. PAT'S LUNCHEON CATERIN
03/04/2014	HAAG, JERRY P	6,990.50	PLANNING SERVICES TO 1/31/14
03/04/2014	IRON MOUNTAIN	148.00	ACAP TRUST FUND DISBURSEMENT
03/04/2014	JOCHNER, RICH	59.70	MILEAGE REIMBURSEMENT - JAN 2014
03/04/2014	LAFOSSE, LUIS	500.00	REFUND ENCROACHMENT PERMIT BOND
03/04/2014	LEXISNEXIS RISK DATA MGMT	110.25	DATABASE SEARCHES - JAN 2014
03/04/2014	LIM, ALEXANDRA	500.00	REFUND ENCROACHMENT PERMIT BOND
03/04/2014	LIVERMORE AUTO GROUP	2,138.15	POLICE VEHICLE MAINTENANCE
03/04/2014	M.C.H. ELECTRIC INC.	500.00	REFUND ENCROACHMENT PERMIT BOND

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03/04/2014	MCNABB CONSTRUCTION, INC.	105,746.60	SHANNON PARK WATER PLAY AREA RENOVATIC
03/04/2014	MEYERS NAVE	12,390.00	LEGAL SERVICES TO 2/21/14
03/04/2014	MIDSTATE CONSTRUCTION CORP	779,256.50	CONSTRUCTION PS COMPLEX/MAINT FACILITIE
03/04/2014	NEOPOST	4,000.00	REPLENISH POSTAGE
03/04/2014	NET TRANSCRIPTS, INC.	503.50	TRANSCRIPTION SERVICES
03/04/2014	OMNI-MEANS LTD	1,286.92	SPEED SURVEYS
03/04/2014	PHILLIPS CONSTRUCTION	500.00	REFUND ENCROACHMENT PERMIT BOND
03/04/2014	PLATINUM PIPELINE	2,000.00	REFUND ENCROACHMENT PERMIT BOND
03/04/2014	PLEASANTON RENTALS INC	332.60	CITY MANAGERS RETIREMENT EVENT SUPPLIE
03/04/2014	REPLACEMENT BENEFIT FUND	37,794.60	PERS REPLACEMENT PLAN CONTRIBUTION
03/04/2014	RING PROPERTIES	5,000.00	REFUND CASH COMPLETION BOND
		147,489.86	REFUND SITEWORK PERMIT BOND
	Check Total:	152,489.86	
03/04/2014	SCHNEIDER, AMY	750.00	REFUND DEPOSIT SHANNON CENTER RENTAL
03/04/2014	SENIOR SUPPORT PROGRAM	854.71	COMMUNITY SUPPORT GRANT - JAN 2014
03/04/2014	SHAMROCK OFFICE SOLUTIONS INC	2,141.12	COPIER MAINTENANCE AGREEMENT JAN-JUN 2
03/04/2014	SHI INTERNATIONAL CORP	882.61	PRINTER
03/04/2014	SIMPLER SYSTEMS, INC	2,831.55	SOFTWARE HOSTING CONSULTING SERVICES
03/04/2014	SMITH, JENNIFER	101.47	MILEAGE REIMBURSEMENT - FEB 2014
03/04/2014	SPECTRUM COMMUNITY SVCS INC.	287.58	COMMUNITY SUPPORT GRANT - JAN 2014
03/04/2014	STARSPORTS	1,096.76	RECREATION SUPPLIES
03/04/2014	SUMMIT UNIFORMS CORP	314.29	OFFICER UNIFORM
03/04/2014	THE FIT POTATO	472.28	WELLNESS PROGRAM TRAINING SUPPLIES
03/04/2014	THE SALMAN HAIDER & NELOFAR	250.00	REFUND DEPOSIT REGIONAL MEETING ROOM
03/04/2014	THOMSON WEST PAYMENT CENTER	269.25	CA CIVIL & PENAL CODE BOOKS
03/04/2014	TOLER, JEANMARIE	250.00	REFUND DEPOSIT OLD ST. RAYMOND CHURCH
03/04/2014	U S CONF OF MAYORS	3,489.00	U.S. CONFERENCE OF MAYORS MEMBERSHIP 2
03/04/2014	UNITED KARATE FEDERATION OF CA	500.00	REFUND DEPOSIT SENIOR CENTER RENTAL
03/04/2014	VERIZON WIRELESS	774.01	POLICE CELLPHONE SERVICE TO 2/3/14
	Payments Issued 3/4/2014 Total:	1,213,037.49	
03/05/2014	FIRST AMERICAN TRUST, FSB	36,888.00	FIRST TIME HOME BUYER HOUSING LOAN #13-0
	Payments Issued 3/5/2014 Total:	36,888.00	
03/06/2014	VSS INTERNATIONAL, INC.	19,515.51	2013 ANNUAL SLURRY SEAL PROGRAM
	Payments Issued 3/6/2014 Total:	19,515.51	
03/10/2014	ABDILLA, MARK	290.00	ST. PAT'S DAY ENTERTAINMENT
03/10/2014	ALEX, ROSEMARY	44.80	MIILEAGE REIMBURSEMENT
		20.72	MILEAGE REIMBURSEMENT
		52.78	REIMBURSE FALLON SPORTS PARK MEETING E
	Check Total:	118.30	
03/10/2014	AMADOR VALLEY INDUSTRIES LLC	1,279.62	COMMERCIAL RECYCLING PROGRAM

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03/10/2014	AT&T - CALNET 2	644.28	SERVICE TO 2/12/14
		37.81	SERVICE TO 2/14/14
	Check Total:	682.09	
03/10/2014	BALLARD, MITCH	2,750.00	ST. PAT'S DAY SOUND SERVICES
03/10/2014	BARTEL ASSOCIATES LLC	4,650.00	ACTUARIAL VALUATION SERVICES 6/30/13
03/10/2014	BOY SCOUT TROOP 905	3,000.00	ST. PATRICK'S FESTIVAL SERVICES
03/10/2014	CAL ACCESSIBILITY	4,500.00	ADA & ACCESSIBILITY COMPLIANCE SURVEY-EI
03/10/2014	CAL HIGH MUSIC BOOSTERS	750.00	REFUND SHANNON DEPOSIT
03/10/2014	CAMPBELL, JEFF	500.00	ST. PAT'S DAY ENTERTAINMENT
03/10/2014	CERTIFIED TIRE & SERVICE CNTRS	105.64	SENIOR CENTER VAN MAINTENANCE
03/10/2014	CHAN, ROSA	351.00	REC CLASS INSTRUCTOR
03/10/2014	CHECKERS CATERING	476.28	EMERALD GLEN REC & AQUATICS COMPLEX MT
03/10/2014	CHILD CARE LINKS	500.00	REFUND SENIOR CENTER DEPOSIT
03/10/2014	CODE PUBLISHING COMPANY	622.00	MUNICIPAL CODE CODIFICATION
03/10/2014	COMCAST	125.03	SHANNON CENTER INTERNET TO 2/8/14
03/10/2014	DAHLIN GROUP INC	193,900.00	AQUATIC COMPLEX ARCHITECTURAL DESIGN S
		4,753.88	MAINT FACILITY ARCHITECTURAL DESIGN TO 1
		4,000.00	PUBLIC SAFETY BLDG ARCHITECTURAL DESIGN
	Check Total:	202,653.88	
03/10/2014	DEAM, VALERIE	500.00	ST. PAT'S DAY ENTERTAINMENT
03/10/2014	DENG, JUN YUAN	183.75	REC CLASS INSTRUCTOR
03/10/2014	DHOOT, PRABHJOT	750.00	REFUND SHANNON DEPOSIT
03/10/2014	DIV OF THE STATE ARCHITECT	233.70	DISABILITY ACCESS & EDUCATION FEE OCT -
03/10/2014	DUBLIN CUB SCOUTS PACK 930	500.00	REFUND SENIOR CENTER DEPOSIT
03/10/2014	DUBLIN UNIFIED SCHOOL DISTRICT	567.16	STAGER GYM UTILITIES-DEC 2013
03/10/2014	DUFFIN, GABRIEL	400.00	ST. PAT'S DAY ENTERTAINMENT
03/10/2014	DUNBAR ARMORED INC	138.68	ARMORED CAR SERVICES - FEB 2014
03/10/2014	DUNNING, BARBARA	227.00	REFUND OF 2012 FLEXIBLE SPENDING ACCOUN
03/10/2014	EARL ANTHONYS DUBLIN BOWL INC	1,000.00	SPONSORSHIP 2014 EARL ANTHONY MEMORIAL
03/10/2014	ENVIRONMENTAL FORESIGHT INC	906.25	PLANNING SERVICES TO 2/20/14
03/10/2014	ERIC POWELL ARTS	250.00	PUBLIC ART PANEL TECH ADVISOR FEE
03/10/2014	FLOWINGGLASS MUSIC	2,350.00	ST. PAT'S DAY ENTERTAINMENT
03/10/2014	GARCIA, SANDY	225.00	REFUND LIBRARY COMMUNITY ROOM RENTAL
03/10/2014	GREEN LANTERN CATERING INC.	377.70	SENIOR CENTER LUNCHEON EXPENSE
03/10/2014	HOLMES, SHEILA	54.00	REC CLASS INSTRUCTOR
03/10/2014	HORIZON COMMUNICATIONS	4,044.43	CABLING FOR PUBLIC SAFETY COMPLEX
03/10/2014	HUNNIECUTT, ROBERT L.	400.00	ST. PATRICK'S FESTIVAL ENTERTAINMENT
03/10/2014	IMPRINT WORKS, THE	428.37	VOLUNTEER RECOGNITION AWARDS
03/10/2014	INTERNATIONAL CODE COUNCIL	50.00	MEMBERSHIP RENEWAL-RECINOS-SERNA
03/10/2014	INTERWEST CONSULTING GROUP INC	3,230.00	PLAN REVIEW & BUILDING INSPECTION SVCS-J
03/10/2014	JACKMAN, SHARI	9.75	MILEAGE REIMBURSEMENT - FEB 2014
		11.65	MILEAGE REIMBURSEMENT - JAN 2014
	Check Total:	21.40	
03/10/2014	JANGAMA, MADURI	250.00	REFUND LIBRARY COMMUNITY ROOM DEPOSIT
03/10/2014	KARNAHAN, PATRICK	850.00	ST. PAT'S DAY ENTERTAINMENT
03/10/2014	KB HOMES NORTHERN CA	20,000.00	REFUND CASH COMPLETION BOND

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03/10/2014	KING, ARTHUR	71.40	REC CLASS INSTRUCTOR
03/10/2014	LUKE, JILL	250.00	REFUND LIBRARY COMMUNITY ROOM DEPOSIT
03/10/2014	MACK5	11,625.00	CONSTRUCTION MGMT ALCO JOINT USE FACILI
03/10/2014	MAGNIFICO PUBLICATIONS	27.19	HERITAGE CENTER SUPPLIES
03/10/2014	MANAGEMENT PARTNERS INC.	422.00	EXECUTIVE COACHING SERVICES
03/10/2014	MARTIN, CHRISTINA	600.00	ST. PAT'S DAY ENTERTAINMENT
03/10/2014	MCBRIDE, ANN	500.00	ST. PAT'S DAY ENTERTAINMENT
03/10/2014	MEIN, STEPHANIE	37.00	MILEAGE REIMBURSEMENT
		144.34	REIMBURSE ST. PAT'S DAY SUPPLIES
		9,000.00	ST. PAT'S DAY PETTY CASH
	Check Total:	9,181.34	
03/10/2014	MEYERS NAVE	64,403.42	LEGAL SERVICES TO 1/31/14
03/10/2014	MINNIEAR, STEVE	260.00	HERITAGE CENTER SUPPLIES
03/10/2014	MINUTEMAN PRESS	1,078.01	SENIOR CENTER NEWSLETTER PRINTING
03/10/2014	MULLEN, MICHAEL S.	200.00	ST. PAT'S DAY ENTERTAINMENT
03/10/2014	P G & E	38.64	SERVICE TO 1/31/14
03/10/2014	PARS	619.55	ADMIN & TRUSTEE FEES - DEC 2013
03/10/2014	PEELLE TECHNOLOGIES INC	10,561.76	DOCUMENT PREPARATION & IMAGING SVCS
03/10/2014	PMA CONSULTANTS LLC	1,950.00	COMPREHENSIVE ENERGY UPGRADE CONSULT
		700.00	CONTRACTOR PRE-QUALIFICATIONS EMERALD
	Check Total:	2,650.00	
03/10/2014	PUBLIC BENEFIT TECHNOLOGY	210.00	CITY COUNCIL MEETING VIDEO & ARCHIVING-J
03/10/2014	RAJ-AVILES, MALIKA	250.00	REFUND LIBRARY COMMUNITY ROOM DEPOSIT
03/10/2014	RED MOUNTAIN GROUP	7,463.00	REFUND CASH PERFORMANCE BOND
03/10/2014	RHAA	5,258.47	PIONEER CEMETERY MASTER PLAN PROJECT
03/10/2014	ROBERT HALF INTERNATIONAL INC	1,480.00	TEMPORARY TECHNICAL ASSISTANCE W/E 2/7/1
03/10/2014	RUSHING, KATHLEEN F	400.00	ST. PAT'S DAY ENTERTAINMENT
03/10/2014	S & J ADVERTISING INC	1,225.00	ST. PAT'S DAY ADVERTISING
03/10/2014	STAGES UNLIMITED	2,700.00	ST. PAT'S DAY PARADE BLEACHER RENTAL
03/10/2014	STERN, MOIRA	400.00	ST. PAT'S DAY ENTERTAINMENT
03/10/2014	STEVENSON, PORTO & PIERCE INC.	22,375.00	PLANNING SERVICES TO 2/21/14
03/10/2014	TELEPACIFIC COMMUNICATIONS	2,154.70	CIVIC CENTER INTERNET & PHONE SVC TO 3/8
03/10/2014	TRANS PACIFIC NATIONAL BANK	40,990.50	RETENTION DEPOSIT-PS COMPLEX/MAINT FACI
03/10/2014	TRB AND ASSOCIATES, INC.	5,390.00	PLAN REVIEW & BUILDING INSPECTION SVCS-J
03/10/2014	TREASURER ALAMEDA COUNTY	2,234,193.15	POLICE SERVICES - NOV/DEC 2013
03/10/2014	UNITED SITE SERVICES OF CA INC	787.33	SANITATION DISPOSAL SERVICE 2/8/14-3/7/1
03/10/2014	VALENTIN, M.	60.60	REC CLASS INSTRUCTOR
03/10/2014	VERIZON WIRELESS	266.07	BUILDING/PLANNING CELLPHONES TO 2/10/14
		161.53	INFORMATION SYSTEMS CELL & INTERNET TO 2
		71.23	NEIGHBORHOOD RESOURCES CELLPHONES TC
	Check Total:	498.83	
03/10/2014	WAGEWORKS, INC.	517.25	FLEXIBLE SPENDING ACCOUNT FEES
03/10/2014	WC3-WEST COAST CODE CONSULTANT	12,430.00	PLAN REVIEW & BUILDING INSPECTION SERVIC
03/10/2014	WEISS, ROBIN S.	228.90	REC CLASS INSTRUCTOR
03/10/2014	WETHERFORD, HAZEL	112.75	MILEAGE REIMBURSEMENT - FEB 2014
03/10/2014	WICKED TINKERS	3,000.00	ST. PATRICK'S FESTIVAL ENTERTAINMENT

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03/10/2014	YAMAHA GOLF CARTS OF CALIF INC	2,223.60	ST. PAT'S DAY EXPENSE
Payments Issued 3/10/2014 Total:		2,708,128.67	
03/11/2014	ARCTIC GLACIER PREMIUM ICE	1,156.00	ST. PATRICK'S FESTIVAL ICE TRAILER & ICE
03/11/2014	SDG ARCHITECTURE & ENGINEERING	591.25	FACADE IMPROVEMENT GRANT PROGRAM CON
03/11/2014	TYCO INTEGRATED SECURITY LLC	3,879.21	ANNUAL SERVICE CHARGE
03/11/2014	U.S. BANK CORPORATE PMT SYSTEM	977.03	CA BUILDING OFFICIALS CONFERENCE EXPENS
		226.85	CA PARKS & REC ASSN CONFERENCE EXPENSE
		140.50	CA PARKS & REC CONFERENCE EXPENSE
		140.50	CA PARKS & REC CONFERENCE EXPENSE-MC C
		5.00	CA PARKS & REC DISTRICT YOUTH ROUNDTABL
		55.00	CERTIFIED ACCESS SPECIALIST INSTITUTE SE
		358.51	COMPUTER ACCESSORIES
		343.42	ECONOMIC DEVELOPMENT AWARD ENTRY FEE
		39.45	EMPLOYEE WELLNESS MEETING SUPPLIES
		69.23	FIRST AID SUPPLIES
		6.00	GEOCORTEX REGIONAL MEETING EXPENSE
		477.92	HERITAGE CENTER SUPPLIES
		91.24	HUMAN SERVICES COMMISSION MEETING SUPI
		203.98	INFORMATION SYSTEMS ASSN MEMBERSHIP
		1,008.25	KEY SAFES
		336.07	MEETING SUPPLIES
		375.00	MEMBERSHIP DUES
		140.00	MMANC MEMBERSHIP & WINTER FORUM REG-D
		1,249.45	MOTORCYCLE EQUIPMENT, VEHICLE REPAIR
		1,705.66	MUNICIPAL FINANCE OFFICERS CONFERENCE F
		60.00	MUNICIPAL MGMT WINTER FORUM REG-BRADLI
		1,012.00	NATIONAL LEAGUE OF CITIES CONFERENCE EX
		155.52	NEIGHBORHOOD RESOURCES SUPPLIES
		99.25	POLICE SUPPLIES
		158.07	PUBLIC ART FINALIST SITE REVIEW PANEL EX
		448.89	RECORDS TRAINING REG, MMANC WINTER FOR
		786.34	RECREATION SUPPLIES
		765.00	RISK MANAGERS ASSN CONF REG, EMPLOYMEI
		5.99	SENIOR CENTER SUPPLIES
		44.46	SIMPLER TRAINING SUPPLIES
		273.71	ST. PATRICK'S FESTIVAL SUPPLIES
		1,407.26	STATE OF THE CITY REG, VOLUNTEER REC EVE
		40.00	TRANSPORTATION COMMISSION MEETING EXPI
Check Total:		13,205.55	
Payments Issued 3/11/2014 Total:		18,832.01	
03/14/2014	CAL PERS	81,868.10	PERS RETIREMENT PLAN: PE 3/7/14
03/14/2014	EMPLOYMENT DEVELOPMENT DEPT	14,291.34	CALIFORNIA STATE WITHHOLDING: PE 3/7/14
03/14/2014	I C M A 401 PLAN	1,366.52	DEFERRED COMP 401A: PE 3/7/14
03/14/2014	I C M A 457 PLAN	31,712.28	DEFERRED COMP 457: PE 3/7/14
03/14/2014	INTERNAL REVENUE SERVICE	52,299.26	FEDERAL WITHHOLDING: PE 3/7/14
03/14/2014	US BANK - PARS	2,103.98	PARS: PE 3/7/14
03/14/2014	WAGEWORKS, INC.	3,140.76	DEPENDENT CARE- WAGEWORKS: PE 3/7/14

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Payments Issued 3/14/2014 Total:		186,782.24	
03/17/2014	4 PAWS GOOSE CONTROL, INC	1,000.00	GOOSE CONTROL SERVICES-FEB 2014
03/17/2014	ALEX, ROSEMARY	97.59	REIMB DUBLIN PRIDE ROSE GARDEN SUPPLIES
03/17/2014	AMERICAN SAFETY ACADEMY	252.00	REC CLASS INSTRUCTOR
03/17/2014	APPLE ONE EMPLOYMENT SERVICES	759.00	TEMPORARY PUBLIC WORKS STAFF
03/17/2014	ARAMARK UNIFORM SERVICES	51.50	MAT SERVICE-FEB 2014
		52.55	MAT SERVICE-JAN 2014
	Check Total:	104.05	
03/17/2014	ARLEN NESS, INC.	331.38	POLICE MOTORCYCLE MAINTENANCE
03/17/2014	AT&T - CALNET 2	164.84	SERVICE TO 1/27/13
		80.54	SERVICE TO 2/1/14
		16.14	SERVICE TO 2/10/14
		272.28	SERVICE TO 2/12/14
		353.44	SERVICE TO 2/14/14
	Check Total:	887.24	
03/17/2014	BAY ALARM COMPANY	228.09	CIVIC CENTER ALARM-3/1-6/1/14
		107.67	COUNCIL CHAMBERS ALARM 3/1-6/1/14
		237.75	FIRE STATION 17 ALARM 3/1-6/1/14
	Check Total:	573.51	
03/17/2014	BELLECCI & ASSOCIATES, INC.	30,957.53	DUBLIN BLVD WIDENING DESIGN PROJECT
03/17/2014	BERGDAVIS PUBLIC AFFAIRS	83.32	REFUND FACILITY RENTAL INSURANCE
03/17/2014	BLANKENSHIP, WILLIAM	451.50	SENIOR CENTER INSTRUCTOR
03/17/2014	BSK ASSOCIATES INC.	10,450.00	2013 ANNUAL STREET OVERLAY TESTING-AUG :
03/17/2014	CALLANDER ASSOCIATES INC.	10,246.90	SHANNON PARK WATER PLAY AREA DESIGN SV
03/17/2014	CAPITAL ONE COMMERCIAL	588.30	RECREATION SUPPLIES
03/17/2014	COIT SERVICES, INC.	405.00	CARPET CLEANING-FEB 2014
03/17/2014	COMCAST	228.74	SENIOR CTR INTERNET & CABLE SVC TO 3/3/1
03/17/2014	COMCAST	215.42	CIVIC CENTER INTERNET & CABLE SERVICE TO
03/17/2014	CONTRACT SWEEPING SERVICES	9,598.01	CITYWIDE STREET SWEEPING SERVICES - SEP
		6,299.53	CITYWIDE STREET SWEEPING SERVICES-AUG 2
	Check Total:	15,897.54	
03/17/2014	CSI FORENSIC SUPPLY	2,355.78	EVIDENCE SUPPLIES
03/17/2014	CYBELE SOFTWARE INC.	78.00	SCOPE ANNUAL MAINTENANCE
03/17/2014	DELL MARKETING L.P.	1,712.92	COMPUTER
03/17/2014	DENALECT ALARM COMPANY	306.00	ALARM SYSTEM MAINTENANCE
03/17/2014	DIPIETRO & ASSOC. INC	46.10	OUT OF SEQUENCE REPLACEMENT BATTERY
03/17/2014	DSRSD	603.68	SERVICE TO 2/28/14
03/17/2014	DU-ALL SAFETY	750.00	SAFETY CONSULTING - FEB 2014
03/17/2014	DUBLIN LIONS CLUB	60.00	DUES JANUARY-JUNE 2014-HUISINGH
03/17/2014	ECOLAB, INC.	451.11	SENIOR CENTER SUPPLIES
03/17/2014	FARMER, LYNDA	47.50	REC CLASS INSTRUCTOR
03/17/2014	FASTSIGNS	2,733.79	WINDOW LETTERING PUBLIC SAFETY COMPLE
03/17/2014	FEHR & PEERS ASSOCIATES INC.	262.50	CROSSWALK DESIGN AMADOR VALLEY BLVD-JA
03/17/2014	FIELDMAN, ROLAPP & ASSOCIATES	4,364.00	CONSULTANT SVCS FOR CFD FOR SUNCAL PRC
03/17/2014	FRANKLIN, RHONDA	4.14	MILEAGE REIMBURSEMENT - FEB 2014

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03/17/2014	FRICKE PARKS PRESS INC.	3,978.36	ACTIVITY GUIDE PRINTING
03/17/2014	GAMEZ, ANGELA	3.86	MILEAGE REIMBURSEMENT
03/17/2014	GOODYEAR TIRE & RUBBER COMPANY	1,192.19	TIRES
03/17/2014	GREG'S MAGNUM FIRE PROTECTION	851.00	EXHAUST SYSTEM INSPECTION
03/17/2014	HAAG, JERRY P	10,187.50	PLANNING SERVICES TO 2/28/14
03/17/2014	IRON MOUNTAIN	422.57	OFF-SITE RECORDS STORAGE - JAN 2014
03/17/2014	J. S. BUILDING MAINTENANCE	1,860.98	JANITORIAL SERVICES LIBRARY-FEB 2014
03/17/2014	JORDAN & ASSOCIATES, INC.	2,000.00	LEGISLATIVE CONSULTANT SERVICES-FEB 2014
03/17/2014	KARATE 4 KIDS.US	1,884.80	REC CLASS INSTRUCTOR
03/17/2014	KIMLEY-HORN AND ASSOC. INC.	76,810.79	DOUGHERTY ROAD WIDENING PROJECT TO 12/
		4,537.50	PEDESTRIAN WALKING SPEED STUDY TO 1/31/1
	Check Total:	81,348.29	
03/17/2014	LEAGUE OF CALIFORNIA CITIES	400.00	LOCAL ROADS & STREETS NEED ASSESSMENT
03/17/2014	LIVERMORE AUTO GROUP	2,177.23	POLICE VEHICLE MAINTENANCE
03/17/2014	MANNING, JAN	1,391.10	REC CLASS INSTRUCTOR
03/17/2014	MILLER, GAYLE K.	750.00	REFUND DEPOSIT HERITAGE CENTER RENTAL
03/17/2014	MPA (MUNICIPAL POOLING	114.28	NORCAL TRAINING SUPPLIES & SERVICES
03/17/2014	NEXTEL COMMUNICATIONS	76.05	CELL PHONE SERVICE TO 2/22/14
03/17/2014	OMNI-MEANS LTD	3,464.14	ROADWAY FUNCTIONAL CLASSIFICATION STUD
03/17/2014	ONE WORKPLACE L. FERRARI LLC	14,792.72	CIVIC CENTER FURNITURE
		12,300.27	HERITAGE CENTER FURNITURE
	Check Total:	27,092.99	
03/17/2014	OTIS ELEVATOR CO., INC.	270.00	ELEVATOR SERVICE-MAR 2014
03/17/2014	P G & E	373.12	SERVICE TO 1/27/14
		83.78	SERVICE TO 1/28/14
		146.25	SERVICE TO 1/30/14
		182.25	SERVICE TO 2/13/14
		17,687.09	SERVICE TO 2/14/14
		3,858.92	SERVICE TO 2/25/14
		409.56	SERVICE TO 2/26/14
		78.35	SERVICE TO 2/27/14
		3,825.87	SERVICE TO 2/6/14
		7.80	SERVICE TO 3/3/14
	Check Total:	26,652.99	
03/17/2014	PON ACADEMICS, LLC	1,248.00	REC CLASS INSTRUCTOR
03/17/2014	SHAMROCK OFFICE SOLUTIONS INC	81.75	COMPUTER EQUIPMENT
		301.59	EQUIPMENT REPAIR
	Check Total:	383.34	
03/17/2014	SHEA HOMES, LTD	63,226.25	REFUND PERFORMANCE SECURITY DEPOSIT B
03/17/2014	SHELLITO TRAINING & CONSULTING	6,248.64	BUSINESS PLAN EMERALD GLEN REC & AQUATI
03/17/2014	SILICON CONSTELLATIONS, INC	606.73	LIGHTED CROSSWALK EQUIPMENT
03/17/2014	SMITH, ANGELICA T	35.28	RISK MANAGERS ANNUAL CONFERENCE EXPEN
03/17/2014	STALLER, GLENN	309.00	REC CLASS INSTRUCTOR
03/17/2014	STUDIO BLUE REPROGRAPHICS	266.60	VOLUNTEER RECOGNITION EVENT POSTERS
03/17/2014	TERMINIX INTERNATIONAL LP	677.00	PEST CONTROL-FEB 2014
		52.00	PEST CONTROL-JAN 2014
	Check Total:	729.00	
03/17/2014	TLC INTERIOR PLANT SERVICE	135.00	PLANT SERVICE-MARCH 2014

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03/17/2014	TREASURER ALAMEDA COUNTY	15,446.54	ANIMAL CONTROL FIELD SERVICES JUL-SEP 20
		36,023.78	ANIMAL CONTROL SHELTER SERVICES JUL-SEP
		36,265.33	ANIMAL CONTROL SHELTER SERVICES OCT-DE
	Check Total:	87,735.65	
03/17/2014	TREASURER ALAMEDA COUNTY	14,110.81	FUEL - JAN 2014
03/17/2014	TREASURER ALAMEDA COUNTY	2,585.00	PARKING CITATIONS COLLECTED - JAN 2014
03/17/2014	TREASURER ALAMEDA COUNTY	1,000.00	POLICE COMPUTER NETWORK SERVICES-JAN 2
	Vendor Total:	105,431.46	
03/17/2014	TRI-VALLEY JANITORIAL INC.	1,634.77	EXTRA JANITORIAL SERVICES-JAN 2014
		1,366.19	EXTRA WEEKEND CLEANING-FEB 2014
		10,808.00	JANITORIAL SERVICES FEB 2014
		275.00	JANITORIAL SERVICES-FEB 2014
	Check Total:	14,083.96	
03/17/2014	TROY GROUP, INC.	420.00	CHECK PRINTER MAINTENANCE
03/17/2014	TYCO INTEGRATED SECURITY LLC	817.62	ALARM SERVICE-PUBLIC SAFETY COMPLEX-DE
03/17/2014	U.S. POSTAL SERVICE	220.00	BUSINESS REPLY MAIL PERMIT FEE
03/17/2014	VERONICA TAM & ASSOCIATES, INC	2,198.50	DUBLIN HOUSING ELEMENT UPDATE-DEC 2013
03/17/2014	WESTERN PACIFIC SIGNAL LLC	22,437.65	ACCESSIBLE PEDESTRIAN SIGNAL SYSTEM
03/17/2014	WRIPMA-HR	295.00	ANNUAL WESTERN REGION HR CONFERENCE F
	Payments Issued 3/17/2014 Total:	472,514.90	
03/19/2014	BAY AREA BEVERAGE COMPANY	18,194.00	2014 ST. PATRICK'S FESTIVAL SUPPLIES
		-6,054.00	2014 ST. PATRICK'S FESTIVAL SUPPLIES RET
	Check Total:	12,140.00	
03/19/2014	SIGNAL 88 SECURITY	2,110.50	ST. PATRICK'S FESTIVAL SECURITY SERVICES
	Payments Issued 3/19/2014 Total:	14,250.50	
03/24/2014	AMADOR VALLEY INDUSTRIES LLC	1,897.26	STOP WASTE JUL-SEP 2013
		1,897.26	STOP WASTE OCT-DEC 2013
	Check Total:	3,794.52	
03/24/2014	AT&T - CALNET 2	249.82	SERVICE TO 2/12/14
		88.52	SERVICE TO 2/14/14
		16.36	SERVICE TO 2/26/14
		16.76	SERVICE TO 2/27/14
	Check Total:	371.46	
03/24/2014	BAXLEY, DEAN	67.20	REIMB CACEO TRAINING WORKSHOP
03/24/2014	BAY AREA NEWS GROUP	483.40	LEGAL NOTICE
03/24/2014	BIG O TIRES #7	20.00	PUBLIC WORKS POOL VEHICLE REPAIR
03/24/2014	BSK ASSOCIATES INC.	2,922.25	COMPACTION TESTING STORM DRAIN SYSTEM
		1,232.50	PASSATEMPO PARK GEOTECHNICAL SVCS
	Check Total:	4,154.75	
03/24/2014	CAL ACCESSIBILITY	2,200.00	ACCESSIBILITY REPORT FOR KOLB PARK
03/24/2014	CALLANDER ASSOCIATES INC.	274.70	PASSATEMPO PARK LANDSCAPE DESIGN SVCS
03/24/2014	CENTENO, CAMILLE	20.27	MILEAGE REIMBURSEMENT
03/24/2014	CHANDLER ASSET MANAGEMENT	6,879.00	INVESTMENT MANAGEMENT SERVICES TO 2/28/

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03/24/2014	CHRISP COMPANY	8,439.50	STRIPING & MARKING CONTRACT TO 2/15/2014
03/24/2014	CONTRACT SWEEPING SERVICES	9,644.62	CITYWIDE STREET SWEEPING SERVICES-FEB 2
03/24/2014	DEPARTMENT OF JUSTICE	256.00	FINGERPRINT PROCESSING
03/24/2014	DSRSD	90.50	SERVICE TO 2/28/14
03/24/2014	DUBLIN UNIFIED SCHOOL DISTRICT	2,412.00	AFTERSCHOOL RECREATION JANITORIAL SERV
03/24/2014	EAST BAY DIVISION LCC	50.00	LEAGUE OF CA CITIES MEETING EXPENSE-HAU
03/24/2014	EAST BAY POOL SERVICE, INC.	1,860.00	SWIM CENTER POOL MAINTENANCE-FEB 2014
03/24/2014	FRICKE PARKS PRESS INC.	2,212.00	ACTIVITY GUIDE PRINTING FY13-14
03/24/2014	GOODLAND LANDSCAPE	4,996.72	CONSTRUCTION SERVICES-PASSATEMPO PARK
03/24/2014	HAAG, JERRY P	891.16	DUBLIN RANCH SUBAREA 3 CEQA REVIEW TO 0
		2,420.73	FALLON SPORTS PARK CEQA INITIAL STUDY TO
		6,309.00	WALLIS RANCH/TRUMARK CEQA REVIEW TO 02/
	Check Total:	9,620.89	
03/24/2014	HINDERLITER DE LLAMAS	10,915.08	SALES TAX AUDIT & CONSULTING - SALES QUA
03/24/2014	JOCHNER, RICH	14.06	MILEAGE REIMBURSEMENT
03/24/2014	KRANSKY, JENNIFER	10.08	MILEAGE REIMBURSEMENT
03/24/2014	LANGUAGE LINE SERVICES	17.55	LANGUAGE LINE SERVICES- FEB 2013
03/24/2014	LANLOGIC INC.	15,941.22	POLICE DEPT WIRELESS NETWORK
03/24/2014	LINCOLN EQUIPMENT INC	2,472.00	SWIM CENTER CHEMICALS
03/24/2014	MCLAUGHLIN, BOBBIE	47.00	REFUND SENIOR CENTER TRIP
03/24/2014	MPA DESIGN	2,145.25	POSITANO PARK DESIGN SERVICES - JAN 2014
03/24/2014	NEOPOST	8,000.00	REPLENISH POSTAGE MACHINE
03/24/2014	NEWPORT BEACH MARRIOTT	602.16	PROPERTY & EVIDENCE TRAINING EXPENSE
03/24/2014	PATTERSON, JOAN	39.00	REFUND SENIOR CENTER TRIP
03/24/2014	REGIONAL GOVERNMENT SERVICES	5,389.04	TEMPORARY BUILDING STAFF-RECORDS PROJ
03/24/2014	ROONEY, DOUGLAS	77.17	MILEAGE REIMBURSEMENT
03/24/2014	SHAMROCK OFFICE SOLUTIONS INC	950.50	COPIES-FEB 2014
03/24/2014	SHUMS CODA ASSOCIATES INC	880.00	PLAN REVIEW & BUILDING INSPECTIONS SVCS-
03/24/2014	SIU, HENRY	61.21	MILEAGE REIMBURSEMENT
03/24/2014	SOTO, CAROLINE	31.12	MILEAGE REIMBURSEMENT - JAN 2014
03/24/2014	STEVENSON, PORTO & PIERCE INC.	21,125.00	PLANNING SERVICES TO 03/12/14
03/24/2014	TREASURER ALAMEDA COUNTY	16,787.78	ANIMAL CONTROL FIELD SERVICES OCT-DEC 20
03/24/2014	TRI-VALLEY COMMUNITY TV	850.11	TELEVISION CITY COUNCIL MEETINGS-FEB 2014
03/24/2014	TYLER TECHNOLOGIES, INC.	74,227.82	2014 EDEN SOFTWARE MODULE SUPPORT
	Payments Issued 3/24/2014 Total:	218,430.68	
03/26/2014	MIDSTATE CONSTRUCTION CORP	899,325.10	CONSTRUCTION MAINTENANCE FACILITIES
	Payments Issued 3/26/2014 Total:	899,325.10	
03/28/2014	4EVER DANCE STUDIO	422.80	REC CLASS INSTRUCTOR
03/28/2014	4LEAF INC.	4,199.00	BUILDING INSPECTIONS SERVICES - FEB 2014
		108,102.00	PLAN REVIEW & BUILDING INSPECTION SVCS-F
	Check Total:	112,301.00	
03/28/2014	6450 MOTORS, LLC	172,054.00	SALES TAX SHARING ECONOMIC INCENTIVE PR

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03/28/2014	ADAMSON POLICE PRODUCTS	770.30	TRAFFIC UNIT UNIFORMS
03/28/2014	ALAMEDA COUNTY FIRE DEPARTMENT	931,917.08	FIRE SERVICES - FEB 2014
03/28/2014	ALL CITY MANAGEMENT SVCS INC	6,152.00	CROSSING GUARD SERVICES TO 2/15/14
		5,506.04	CROSSING GUARD SERVICES TO 3/1/14
	Check Total:	11,658.04	
03/28/2014	AMERICAN PLANNING ASSOCIATION	620.00	AMERICAN PLANNING ASSOCIATION MEMBERSH
03/28/2014	AMY'S ENGRAVED SIGNS & AWARDS	24.53	WALL NAMEPLATE-TIERNAN
03/28/2014	AMZONE, LLC.	1,732.18	REFUND PRIVATE DEVELOPMENT DEPOSIT
03/28/2014	ANASTASIS BALLET COMPANY	2,760.22	REC CLASS INSTRUCTOR
03/28/2014	APPLE ONE EMPLOYMENT SERVICES	660.00	TEMPORARY PUBLIC WORKS STAFF
03/28/2014	ARAMARK UNIFORM SERVICES	52.55	MAT SERVICE-FEB 2014
		104.05	MAT SERVICE-MAR 2014
	Check Total:	156.60	
03/28/2014	ARLEN NESS, INC.	106.77	MOTORCYCLE REPAIR
03/28/2014	ARORA, AKSHAY	16,620.70	REC CLASS INSTRUCTOR
03/28/2014	ARROWHEAD	979.40	WATER-FEB 2014
03/28/2014	ARROYO, ANEL	464.40	REC CLASS INSTRUCTOR
03/28/2014	ASSOCIATED ENGINEERING	16,890.00	ENGINEERING SERVICES - FEB 2014
		18,400.00	ENGINEERING SERVICES - JAN 2014
	Check Total:	35,290.00	
03/28/2014	AT & T MOBILITY	131.40	ENGINEERING CELLPHONE SERVICE TO 3/7/14
03/28/2014	AT&T - CALNET 2	212.35	SERVICE TO 2/26/14
		100.01	SERVICE TO 2/27/14
		111.23	SERVICE TO 3/1/14
		178.46	SERVICE TO 3/12/14
		36.60	SERVICE TO 3/6/14
	Check Total:	638.65	
03/28/2014	B & S HACIENDA AUTO BODY	897.00	POLICE VEHICLE REPAIR
03/28/2014	BAGAYATKAR, PRACHI	500.00	REFUND SENIOR CENTER RENTAL
03/28/2014	BAY ALARM COMPANY	115.77	HERITAGE CENTER ART ROOM ALARM SERVICE
		137.06	MURRAY SCHOOL ALARM SERVICE 4/1-7/1/14
	Check Total:	252.83	
03/28/2014	BAY AREA NEWS GROUP	72.04	COMMERCIAL DEVELOPMENT TASK FORCE AD
03/28/2014	BELL, CLAY	500.00	FARMERS' MARKET ENTERTAINMENT
03/28/2014	BIG O TIRES #7	41.32	POLICE VEHICLE MAINTENANCE
03/28/2014	BRADLEY, JOSEPH	250.00	REFUND STAGER GYM RENTAL
03/28/2014	BRIGGS, BRYAN A	1,075.00	2014 ST. PATRICK'S FESTIVAL ENTERTAINMEN
03/28/2014	BUILDER'S BOOK, INC.	246.24	BUILDING PUBLICATION
03/28/2014	CA SURVEYING & DRAFTING SUPPLY	323.57	PLOTTER SUPPLIES
03/28/2014	CAL ENGINEERING & GEOLOGY INC	7,122.00	ENGINEERING SERVICES TO 2/28/14
03/28/2014	CAL PERS	81,725.82	PERS RETIREMENT PLAN: PE 3/21/14
03/28/2014	CALBO	215.00	CA BUILDING OFFICIALS MEMBERSHIP-SHREEV
03/28/2014	CARNDINAL CONSTRUCITON INC.	214.20	BUILDING PERMIT REFUND
03/28/2014	CASTRO VALLEY PERFORMING ARTS	1,548.15	REC CLASS INSTRUCTOR
03/28/2014	CDW GOVERNMENT INC	15.64	COMPUTER KEYBOARD
03/28/2014	CENTRAL VALLEY TOXICOLOGY	2,615.00	LAB TESTING SERVICES - FEB 2014
03/28/2014	CGS GYMNASSTIC SERVICES INC	431.20	REC CLASS INSTRUCTOR

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03/28/2014	CHINN, AVA YEE	518.40	REC CLASS INSTRUCTOR
03/28/2014	CITIES GROUP, THE	1,797.13	WORKERS COMP & SAFETY/COMP ASSESSMEN
03/28/2014	COIT SERVICES, INC.	320.00	CARPET CLEANING
03/28/2014	COMCAST	239.81	SHANNON CENTER TV & INTERNET SERVICE TC
03/28/2014	COMPUCOM	2,337.29	ANNUAL BACK-UP EXEC SOFTWARE MAINTENAI
03/28/2014	CONNAUGHTON, JUDITH	816.00	REC CLASS INSTRUCTOR
03/28/2014	CRANFORD, ROBIN	2,339.40	REC CLASS INSTRUCTOR
03/28/2014	CSG CONSULTANTS INC	3,520.00	ENGINEERING SERVICES - FEB 2014
03/28/2014	DEAM, VALERIE	1,203.73	REC CLASS INSTRUCTOR
03/28/2014	DEVANE, BRENDAN	1,213.80	REC CLASS INSTRUCTOR
03/28/2014	DRAGULA, PETER	250.00	SPRING FAIRE ENTERTAINMENT
03/28/2014	DSRSD	6,813.19	SERVICE TO 2/28/14
03/28/2014	DUBLIN CYCLERY	1,671.79	CRIME PREVENTION BICYCLE
03/28/2014	DUBLIN HIGH GAEL ROBOTICS CLUB	350.00	YOUTH ADVISORY COMMISSION AWARD
03/28/2014	DUBLIN HIGH SCHOOL	144.00	PLANNING DIRECTOR'S LUNCHEON
03/28/2014	DUBLIN HIGH SCHOOL RESONANCE	100.00	YOUTH ADVISORY COMMITTEE GRANT
03/28/2014	DUBLIN HIGH SCHOOL ROOM TO	225.00	YOUTH ADVISORY COMMITTEE GRANT
03/28/2014	DUBLIN UNIFIED SCHOOL DISTRICT	1,996.00	JANITORIAL SERVICES-WINTER BASKETBALL
03/28/2014	DUNBAR ARMORED INC	131.97	ARMORED CAR SERVICES - MAR 2014
03/28/2014	DUTCHOVER & ASSOCIATES	12,781.25	PLANNING & ENGINEERING SERVICES - FEB 20
03/28/2014	EAST BAY POOL SERVICE, INC.	40,270.40	DUBLIN SWIM CENTER FILTER REPAIR
03/28/2014	EMPLOYMENT DEVELOPMENT DEPT	14,355.97	CALIFORNIA STATE WITHHOLDING: PE 3/21/14
03/28/2014	ENTERPRISE RENT A CAR	1,677.50	POLICE VEHICLE RENTAL
03/28/2014	EVERPRO KIDS	315.00	REC CLASS INSTRUCTOR
03/28/2014	FARMER, LYNDIA	82.50	REC CLASS INSTRUCTOR
03/28/2014	FEDEX	167.84	EXPRESS SHIPPING
03/28/2014	FEHR & PEERS ASSOCIATES INC.	7,154.58	CROSSWALK DESIGN AMADOR VALLEY BLVD
03/28/2014	GAMEZ, ANGELA	12.99	MILEAGE REIMBURSEMENT
03/28/2014	GUIDA SURVEYING INC.	1,400.00	ENGINEERING SERVICES TO 3/1/14
		620.00	ENGINEERING SERVICES TO 3/15/14
	Check Total:	2,020.00	
03/28/2014	HAAG, JERRY P	1,035.00	CEQA DOC PREP-BIKE/PED MASTER PLAN TO 2
03/28/2014	HAGGIN, ERIC	2,496.00	REC CLASS INSTRUCTOR
03/28/2014	HATZIKOKOLAKIS, JACQUI	29.57	MILEAGE REIMBURSEMENT
03/28/2014	HSI, RON	533.54	REC CLASS INSTRUCTOR
03/28/2014	I C M A 401 PLAN	1,539.44	DEFERRED COMP 401A: PE 3/21/14
03/28/2014	I C M A 457 PLAN	24,254.58	DEFERRED COMP 457: PE 3/21/14
03/28/2014	IAPMO	200.00	MEMBERSHIP RENEWAL-SHREEVE
03/28/2014	IBE, MARVIN	514.50	REC CLASS INSTRUCTOR
03/28/2014	IMPRINT WORKS, THE	16.40	NAMETAG FOR HERITAGE COMMISSIONER DEE
03/28/2014	INTERNAL REVENUE SERVICE	52,690.24	FEDERAL WITHHOLDING: PE 3/21/14
03/28/2014	IRON MOUNTAIN	148.00	ACAP TRUST FUND DISBURSEMENT
		422.57	OFF-SITE RECORDS STORAGE - FEB 2014
		341.29	OFF-SITE TAPE STORAGE - FEB 2014
	Check Total:	911.86	

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03/28/2014	J SM MED.	161.20	GLOVES
03/28/2014	KIDZ LOVE SOCCER	6,856.80	REC CLASS INSTRUCTOR
03/28/2014	KIMLEY-HORN AND ASSOC. INC.	443.00	ENGINEERING PLAN CHECK SERVICES TO 2/28/
		442.50	PEDESTRIAN WALKING SPEED STUDY TO 2/28/1
	Check Total:	885.50	
03/28/2014	KINDERMUSIK W/ MS LINDSAY &	3,687.60	REC CLASS INSTRUCTOR
03/28/2014	KROLL FACTUAL DATA CORP	38.70	FIRST TIME HOME LOAN PRGM CREDIT REPORT
03/28/2014	LANLOGIC INC.	1,295.00	ON-SITE NETWORK CONSULTING - FEB 2014
03/28/2014	LEXISNEXIS RISK DATA MGMT	102.90	DATABASE SEARCHES - FEB 2014
03/28/2014	LIVERMORE AUTO GROUP	3,533.29	POLICE VEHICLE MAINTENANCE
03/28/2014	LOGOBOSS	48.48	VOLUNTEER SUPPLIES
03/28/2014	MANAGEMENT PARTNERS INC.	990.75	EXECUTIVE COACHING SERVICES TO 3/15/14
03/28/2014	MCAULIFFE, KEVIN	2,246.85	REFUND PRIVATE DEVELOPMENT DEPOSIT
03/28/2014	MERLIN GRAPHICS	5,002.50	FUN RUN PARTICIPANT SHIRTS
03/28/2014	MEYERS NAVE	105.00	LEGAL SERVICES-SCHAEFER RANCH GHAD TO
03/28/2014	MICHLIG-FAHR, TONI	94.14	REIMBURSEMENT OFFICE SUPPLIES
03/28/2014	NET TRANSCRIPTS, INC.	81.90	TRANSCRIPTION SERVICES
03/28/2014	P G & E	7,120.34	SERVICE TO 2/28/14
		4,399.64	SERVICE TO 3/11/14
		460.24	SERVICE TO 3/12/14
		2,565.37	SERVICE TO 3/14/14
		147.07	SERVICE TO 3/16/14
		27.83	SERVICE TO 3/17/14
		1,760.69	SERVICE TO 3/4/14
		8,443.72	SERVICE TO 3/5/14
		44.38	SERVICE TO 3/9/14
	Check Total:	24,969.28	
03/28/2014	PACHECO BROTHERS GARDENING INC	3,465.00	LANDSCAPING SERVICES-MARCH 2014
03/28/2014	PAKPOUR CONSULTING GROUP, INC.	998.81	ENGINEERING SERVICES - FEB 2014
03/28/2014	PARS	600.04	ADMIN & TRUSTEE FEES - JAN 2014
03/28/2014	PECORACO, CYNTHIA	28.68	MILEAGE REIMBURSEMENT - MAR 2014
03/28/2014	PHOENIX GROUP INFO SYS.	327.03	PARKING CITATION PROCESSING - JAN 2014
03/28/2014	PMA CONSULTANTS LLC	650.00	COMPREHENSIVE ENERGY UPGRADE CONSULT
03/28/2014	PRAYER BREAKFAST	165.00	VALLEY LEADERSHIP PRAYER BREAKFAST
03/28/2014	PRIME TIME ENTERTAINMENT INC	3,000.00	FARMERS' MARKET ENTERTAINMENT
03/28/2014	PSOMAS	4,245.15	GIS PORTAL DEVELOPMENT SERVICES TO 2/27/
03/28/2014	PURSUIT NORTH	21,007.61	COMMAND VEHICLE EQUIPMENT
03/28/2014	QUALITY COUNTS LLC	2,022.50	TRAFFIC SPEED & VOLUME COUNTS
03/28/2014	RAYNE OF SAN JOSE	409.75	WATER CONDITIONING SERVICE-MARCH 2014
03/28/2014	RBF CONSULTING	1,834.90	ENGINEERING SERVICES TO 2/2/14
		683.71	ENGINEERING SERVICES TO 3/2/14
		17,645.94	PLANNING SERVICES TO 2/28/14
	Check Total:	20,164.55	
03/28/2014	REGIONAL GOVERNMENT SERVICES	4,468.96	TEMPORARY BUILDING STAFF-RECORDS PROJ
03/28/2014	RHAA	1,038.21	PIONEER CEMETERY MASTER PLAN PROJECT 1
03/28/2014	RITE ROOTER PLUMBING	36.00	BUILDING PERMIT REFUND
03/28/2014	ROCKIN JUMP, INC.	105.00	REC CLASS INSTRUCTOR

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03/28/2014	ROMERO BROS.	150.00	SENIOR CENTER ENTERTAINMENT
03/28/2014	SAYRE, SANDRA	47.00	REFUND SENIOR CENTER TRIP
03/28/2014	SCHOTTENSTEIN, GREG VON	222.23	REIMBURSE ST. PAT'S DAY SUPPLIES
03/28/2014	SDG ARCHITECTURE & ENGINEERING	475.00	ARCHITECTUAL SERVICES-FACADE IMPROVEMI
03/28/2014	SELECT IMAGING	427.28	BUSINESS CARDS
03/28/2014	SHAH, DINAH	2,403.00	REC CLASS INSTRUCTOR
03/28/2014	SHAMROCK OFFICE SOLUTIONS INC	87.01	COPIER SUPPLIES
		155.00	PRINTER MAINTENANCE
	Check Total:	242.01	
03/28/2014	SHREEVE, GREGORY	13.05	REIMB BUILDING OFFICIAL ANNUAL CONF EXP-
03/28/2014	SIMPLER SYSTEMS, INC	1,866.30	SOFTWARE HOSTING CONSULTING SERVICES-F
03/28/2014	SMITH, JENNIFER	102.71	REIMB INTRO TO WORKSITE WELLNESS TRNG I
03/28/2014	SMITH, LINDA	112.00	COUNCIL OF SHOPPING CENTERS CONF EXP-S
03/28/2014	SNG & ASSOCIATES INC.	7,576.00	ENGINEERING SERVICES - JAN 2014
03/28/2014	SOLARCITY HEADQUARTERS	150.00	BUILDING PERMIT REFUND
03/28/2014	SOLCOM COMMUNICATIONS INC.	500.00	REFUND ENCROACHMENT PERMIT CASH BOND
03/28/2014	SPECTRUM COMMUNITY SVCS INC.	260.96	COMMUNITY SUPPORT GRANT
03/28/2014	SPEEDO CHECK	594.00	SPEEDOMETER CALIBRATIONS
03/28/2014	STEVENSON, PORTO & PIERCE INC.	1,417.50	ENGINEERING SERVICES TO 2/21/14
		1,721.25	ENGINEERING SERVICES TO 3/8/14
	Check Total:	3,138.75	
03/28/2014	STUDIO BLUE REPROGRAPHICS	34.43	ST. PATRICK'S FESTIVAL POSTER
03/28/2014	TELEPACIFIC COMMUNICATIONS	2,092.53	CIVIC CENTER PHONE & INTERNET SERVICE TC
03/28/2014	TERMINIX INTERNATIONAL LP	52.00	PEST CONTROL-JAN 2014
03/28/2014	TERRYBERRY	132.05	SERVICE AWARD
03/28/2014	THOMSON WEST PAYMENT CENTER	90.48	JUVENILE LAW BOOKS
03/28/2014	TNT BAND	600.00	SENIOR CENTER DANCESCAPE ENTERTAINMEN
03/28/2014	TRANS PACIFIC NATIONAL BANK	47,309.90	RETENTION DEPOSIT-MAINTENANCE FACILITY (
03/28/2014	TRB AND ASSOCIATES, INC.	6,490.00	PLAN REVIEW & BUILDING INSPECTION SERVIC
03/28/2014	TREASURER ALAMEDA COUNTY	1,000.00	CRIME LAB SERVICES - FEB 2014
		367.50	PRINTING SERVICES
	Check Total:	1,367.50	
03/28/2014	TREASURER ALAMEDA COUNTY	1,000.00	POLICE COMPUTER NETWORK SERVICES-FEB 2
03/28/2014	TREASURER ALAMEDA COUNTY	12,049.48	FUEL-FEB 2014
03/28/2014	TURFGRASS CULTURE, LLC	100.00	PARK WEED ABATEMENT SERVICES
03/28/2014	TYCO INTEGRATED SECURITY LLC	1,286.74	ANNUAL SERVICE CHARGE-CIVIC
03/28/2014	TYLER TECHNOLOGIES, INC.	937.00	EDEN FINANCIALS REPORT REVISIONS
03/28/2014	UNITED SITE SERVICES OF CA INC	787.33	DISPOSAL SERVICE TO 4/4/2014
03/28/2014	UNITED STATES TENNIS ASSOC	44.00	MEMBERSHIP-JOCHNER
03/28/2014	US BANK - PARS	2,524.65	PARS: PE 3/21/14
03/28/2014	VASUDEVAN, PRIYA	1,870.63	REC CLASS INSTRUCTOR
03/28/2014	VERIZON WIRELESS	266.07	BUILDING/PLANNING CELLPHONE SERVICE TO :
		161.53	INFORMATION SERVICES CELLPHONES TO 3/10
		771.15	POLICE CELLPHONE SERVICE TO 3/3/2014
	Check Total:	1,198.75	
03/28/2014	VERONICA TAM & ASSOCIATES, INC	4,872.00	DUBLIN HOUSING ELEMENT UPDATE - FEB 2014

City of Dublin
Payment Issuance Report
Payments Dated 3/1/2014 through 3/31/2014

Date Issued	Payee	Amount	Description
03/28/2014	WAGEWORKS, INC.	2,852.30	WAGEWORKS: PE 3/21/14
03/28/2014	WAGEWORKS, INC.	517.25	FLEXIBLE SPENDING ACCOUNT FEES
Vendor Total:		3,369.55	
03/28/2014	WETHERFORD, HAZEL	112.00	COUNCIL OF SHOPPING CENTERS CONF EXP-W
03/28/2014	YOUNT, JULIE	1,425.00	ST. PATRICK'S FESTIVAL PHOTOGRAPHY SERVI
03/28/2014	ZUMWALT ENGINEERING GROUP	14,997.52	ENGINEERING SERVICES - FEB 2014

Payments Issued 3/28/2014 Total: 1,812,255.76

Grand Total for Payments Dated 3/1/2014 through 3/31/2014: 7,611,424.98

Total Number of Payments Issued: 428



STAFF REPORT CITY COUNCIL

CITY CLERK
File #1030-30

DATE: April 15, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Christopher L. Foss, Acting City Manager

SUBJECT: Agreement Permitting Re-Allocation of Regional and Local Sewer Capacity Rights with Regency Village at Dublin, LLC
Prepared by Hazel L. Wetherford, Economic Development Analyst

EXECUTIVE SUMMARY:

The City Council, by motion on June 5, 2012, authorized Staff to prepare an Agreement permitting Re-Allocation of Regional and Local Sewer Capacity Rights with Regency Centers, a real estate development company that purchased a 14-acre site at 5054 Hacienda Drive (APN 986-0033-007-00) from the Alameda County Surplus Property Authority for the development of a 152,500 square foot retail shopping center. Staff has prepared the Agreement for the City Council's consideration.

FINANCIAL IMPACT:

Costs associated with the development of the Agreement were borne by Regency Centers.

RECOMMENDATION:

Staff recommends that the City Council adopt the proposed **Resolution** approving an Agreement Permitting Re-Allocation of Regional and Local Sewer Capacity Rights with Regency Village at Dublin, LLC.

Reviewed By
Acting Assistant City Manager

DESCRIPTION:

On May 4, 2010, the City Council adopted Resolution 53-10 approving a Letter Agreement with the Dublin San Ramon Services District (DSRSD) for the Administration of Unused Sewer Capacity for the City of Dublin.

Commonly referred to as the Sewer Capacity Assistance Program, the Program allows the City to market its excess sewer capacity as an economic development incentive program to help stimulate economic growth in the community. The Program is designed to support large and small businesses and encourage the recruitment, renovation or re-use of properties in Dublin. The Program allows the City to provide a credit of up to twenty-five percent (25%) of the DSRSD connection fees that would otherwise be paid by the applicant.

On June 5, 2012, the City Council authorized Staff to reserve an allocation from the Sewer Capacity Assistance Program in anticipation of project by Regency Centers, a real estate development company that purchased a 14-acre site at 5054 Hacienda Drive (APN 986-0033-007-00) from the Alameda County Surplus Property Authority for the development of a 152,500 square foot retail shopping center. Since that authorization, Regency Centers has created a limited liability corporation, Regency Village at Dublin, LLC, related to the development of the project, Persimmon Place. This Agreement is between the City, DSRSD, and Regency Village at Dublin, LLC.

Through the Program, the City will be able to assist Regency with the allocation of 15.02 Dwelling Unit Equivalents (DUEs) (value: approximately \$242,258 in DSRSD fees) of the 43.9 DUEs of excess sewer capacity that the City holds. The 15.02 DUEs are 25% of the 60.08 DUEs estimated by DSRSD and will be distributed as follows:

Tenant	Sq. Ft.	DSRSD DUE Estimate	Sewer Capacity Assistance	Location
Whole Foods	40,000	34.55	8.64	Parcel 2
Nordstrom Rack	35,000	7.95	1.99	Parcel 1
HomeGoods	22,000	5.00	1.25	Parcel 1
Restaurant A*	3,800	0.86	0.22	Parcel 4
Restaurant B*	2,200	0.50	0.12	Parcel 1
Restaurant C*	2,000	0.45	0.11	Parcel 1
Restaurant D*	5,500	1.25	0.31	Parcel 1
Retail A*	5,800	1.31	0.33	Parcel 3
Remaining Retail	30,200	6.85	1.71	Parcels 1, 3, 4 & 5
Remaining Restaurant	6,000	1.36	0.34	Parcels 1 & 3
Total	152,500	60.08	15.02	

**At the time of this contract, the lease was in negotiation so the name of the business could not be shared.*

Staff believes that the investment of sewer capacity at this location will further assist in the City's economic development efforts to bring high quality retail and restaurants to the Dublin community that will likely result in higher sales tax revenues to the City. In addition to the tax revenue benefits to the City and its residents, this Agreement will also result in development that enhances the appearance and character of the Hacienda and Dublin Blvd. area, to the benefit of City residents.

Finally, the Regency Center project will generate several hundred permanent jobs in the City, along with the construction jobs resulting from its development. Both temporary and permanent employees are likely to spend money at other business establishments in the City, thus generating additional sales tax revenue for the City.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

None.

ATTACHMENTS:

1. City Council Staff Report dated June 5, 2012
2. Resolution Approving the Agreement Permitting Re-Allocation of Regional and Local Sewer Capacity Rights with Regency Village at Dublin, LLC
3. Exhibit A to Attachment 2 - Agreement Permitting Re-Allocation of Regional and Local Sewer Capacity Rights with Regency Village at Dublin, LLC

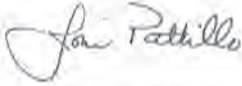


STAFF REPORT CITY COUNCIL

CITY CLERK
File #470-50

DATE: June 5, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Joni Pattillo, City Manager 

SUBJECT: Request for Sewer Capacity Assistance
Prepared by Linda Smith, Economic Development Director/Public Information Officer

EXECUTIVE SUMMARY:

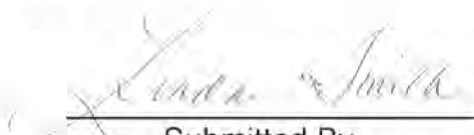
The City received a request from Regency Centers to participate in the City's Sewer Capacity Assistance Program. Regency Centers is in contract to purchase Site 16A (a 14-acre site at the southwest corner of Hacienda Drive and Dublin Blvd.), and would propose to use the assistance to offset the costs for the construction of a retail center.

FINANCIAL IMPACT:

If the City Council provides direction to Staff to proceed, there could be legal fees associated with the review of the agreement for sewer capacity.

RECOMMENDATION:

Staff recommends that the City Council provide direction regarding the request for participation in the Program.


Submitted By
Economic Development Director


Reviewed By
Assistant City Manager

DESCRIPTION:

On May 4, 2010, the City Council adopted Resolution 53-10 approving a Letter Agreement with the Dublin San Ramon Services District (DSRSD) for the Administration of Unused Sewer Capacity for the City of Dublin.

Commonly referred to as the Sewer Capacity Assistance Program, the Program allows the City to market its excess sewer capacity as an economic development incentive program to help stimulate economic growth in the community. The Program is designed to support large and small businesses and encourage the recruitment, renovation or re-use of properties in Dublin. The Program allows the City to provide a credit of up to twenty-five percent (25%) of the DSRSD

connection fees that would otherwise be paid by the applicant. The Program currently has 60 Dwelling Unit Equivalents (DUE) available.

The City received a request to participate in the program from Regency Centers (Attachment 1), who is in contract to purchase Site 16A (a 14-acre site at the southwest corner of Hacienda Drive and Dublin Blvd.) from the Alameda County Surplus Property Authority (ACSPA). The City Council is being asked to consider this request seeking sewer capacity assistance for the construction of a retail center project (Attachment 2).

Through the Program, the City would be able to assist Regency with the allocation of approximately 14 DUEs (value: approximately \$225,718 in DSRSD fees) of the 60 DUEs of excess sewer capacity that the City holds.

Staff believes that the investment of sewer capacity at this location will further assist in the City's economic development efforts to bring high quality retail and restaurants to the Dublin community that will likely result in higher sales tax revenues to the City.

Staff is seeking City Council direction at this time before investing a significant amount of Staff time and associated legal fees in drafting the necessary agreements. If the City Council desires, Staff will work with the property owner/applicant and DSRSD to draft the necessary agreements, and will bring back the agreements for City Council action at a future date.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

None.

ATTACHMENTS:

1. Request letter from Regency Centers
2. Resolution Approving a Letter of Agreement with the Dublin San Ramon Services District for Administration of Unused City of Dublin Sewer Capacity

2999 Oak Road
Suite 1000
Walnut Creek, CA 94597

P 925 279 1800
F 925 935 5902
RegencyCenters.com

Regency Centers.

May 16, 2012

Linda Smith
Economic Development Director
City of Dublin
100 Civic Plaza
Dublin, CA 94568

RE: Request for Sewer Capacity Assistance

Dear Ms. Smith,

Regency Centers, a major national retail developer, has entered into an Exclusive Negotiating Rights Agreement with Alameda County Surplus Property Authority to acquire the 14-acre site at the southwest corner of Hacienda Drive and Dublin Blvd., commonly referred to as Site 16A.

Regency Centers wishes to construct a retail center at this location, which is consistent with the request that was made to the City Council to study a General Plan/Specific Plan amendment for this location.

During our negotiations with the County, we were advised by City staff of the Sewer Capacity Assistance Program. Our understanding is that this program could potentially offset up to 25 percent of the regional connection fee by utilizing some of the City of Dublin's excess capacity that has been set aside for economic development purposes.

We would like to formally request participation in this program for our prospective project. Please advise us on next steps to garner support for this request.

Sincerely,



Pete Knoedler
Regency Centers

RESOLUTION NO. 53 - 10

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

**APPROVING A LETTER OF AGREEMENT WITH
THE DUBLIN SAN RAMON SERVICES DISTRICT (DSRSD) FOR THE
ADMINISTRATION OF UNUSED CITY OF DUBLIN SEWER CAPACITY**

WHEREAS, the City Council of the City of Dublin (the "City") is desirous of improving the economic viability of the community through the establishment of certain economic incentive programs; and

WHEREAS, in an attempt to attract new businesses or retain and/or expand existing businesses that will provide additional jobs and generate additional tax revenues for the City, as well as for certain residential projects that will likely result in greater economic activity in Dublin, Staff is requesting City Council consideration of an agreement with the Dublin San Ramon Services District (DSRSD) that will allow the City to provide unused City sewer capacity rights to new and/or existing businesses and/or projects; and

WHEREAS, the proposed program would require the City, DSRSD, property owner and applicant to enter into a agreement permitting the re-allocation of regional and local sewer capacity rights, and the agreement will be recorded with the Alameda County Recorder's Office, and

WHEREAS, the City Council finds it is in the public interest to enter into this agreement because the City and its residents will benefit from increased revenues received from both sales tax revenue that it may not otherwise receive, and from the increase in the property taxes as a result of improvements to the property; and

WHEREAS, the City Council further finds that the City and its residents may also benefit from the creation of new jobs in the City that will occur when a new business is established or an existing business is expanded; and

WHEREAS, the City Council further finds that the City and its residents may also benefit from the creation of construction jobs created from residential projects that are developed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Letter of Agreement with the Dublin San Ramon Services District (DSRSD) for the Administration of Unused City of Dublin Sewer Capacity (attached as **Exhibit A**).

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the agreement substantially in the form attached hereto and to undertake such action as may be necessary and desirable to carry out the intent of this resolution.

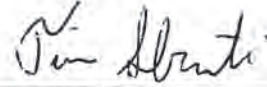
PASSED, APPROVED AND ADOPTED this 4th day of May, 2010, by the following vote:

AYES: Councilmembers Biddle, Hart, Scholz, and Mayor Sbranti

NOES: None

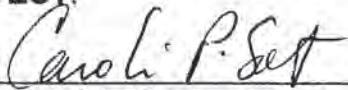
ABSENT: Councilmember Hildenbrand

ABSTAIN: None



Mayor

ATTEST:



City Clerk

3 of 21

**DUBLIN
SAN RAMON
SERVICES
DISTRICT**



7051 Dublin Boulevard
Dublin, California 94568
Phone: 925 828 0515
FAX: 925 829 1180
www.dsrsd.com

April 21, 2010

Ms. Joni Pattillo
City Manager
City of Dublin
100 Civic Plaza
Dublin, CA 94568

**Subject: Letter of Agreement for the Administration of
Unused City of Dublin Sewer Capacity**

Dear Joni:

As you are aware, at the request of the City of Dublin (City), on March 2, 2010, the Board of Directors of Dublin San Ramon Services District (District) adopted Resolution No. 9-10 (Attachment A) authorizing the City to transfer unused sewer capacity allocated to City properties to commercial properties where the City would like to stimulate economic growth. The resolution requires a Letter of Agreement between the City and District to define the administrative procedures for the administration of the program. In addition, on April 20, 2010, the District Board of Directors adopted Resolution No. 14-10 (Attachment B) authorizing the City to also transfer unused sewer capacity to residential development. Upon the City's approval and acceptance, evidenced by your signature below, this letter will serve as the required Letter of Agreement.

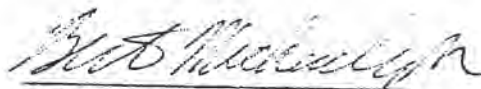
The procedures for administering the unused capacity transfer program shall be as follows:

- City shall provide to District Engineer, David A. Requa, a letter providing the name of (and contact information for) the applicant for the new, expanding, or relocating business (hereinafter, "commercial project") or residential development project (hereinafter, "residential project" or collectively "project") the City is supporting, the name of (and contact information for) the owner(s) of the property on which the project is located (if different than the applicant for the project) and the number of dwelling unit equivalents ("DUEs") the City desires to allocate to the project.
- The District Engineer shall have the discretion to determine whether the number of DUEs the City desires to allocate to the project are consistent with the wastewater flow characteristics, including volume and strength in terms of BOD and SS, for the proposed use. Such determination will be based, in the sole discretion of the District Engineer, on

- information concerning the wastewater flow characteristics provided by the Applicant, and/or on a schedule of wastewater flow characteristics for the category or categories of use classifications determined by the District Engineer to be most applicable to the proposed use.
- The Applicant shall be responsible for complying with the District Code¹ with respect to commencing wastewater service, including the acquisition of all additional DUEs determined to be necessary, the application for a Sewer Permit and compliance with all conditions thereto, and for paying all fees and charges attributable to the project.
- Prior to and as a condition of District issuance of a Sewer Permit authorizing a commercial project to proceed, City shall sign an agreement with the District, the applicant, and the landowner (if a person different from the applicant) regarding management of the DUEs allocated for the project, which agreement shall be in the form attached hereto as Attachment C, which form of agreement shall be revised to conform to changes made from time to time to pertinent portions of the District Code.
- City shall provide District written notification should the applicant's commercial project fail and the City desires to transfer the allocated DUEs back to the City from the owner of the property.
- The aggregate total of DUEs allocated under this program shall not exceed sixty-six and two-thirds (66 2/3) DUEs at any time.
- No letter request dated after December 31, 2011 by the City to allocate DUEs will be honored by District unless approved by the District Board of Directors.

If this Letter of Agreement is satisfactory to the City, please sign and return one copy to the District. The District is pleased to have this opportunity to assist the City in these challenging economic times.

Sincerely,



BERT L. MICHALCZYK
General Manager

ACCEPTED for CITY OF DUBLIN

JONI PATTILLO
City Manager

Date

1. This is the District Code of the Dublin San Ramon Services District, which contains the pertinent rules and regulations as adopted by the District's Board of Directors from time to time.

5821

Attachments:

- (A) DSRSD Board Resolution No. 9-10
- (B) DSRSD Board Resolution No. 14-10
- (C) Dublin Sewer Capacity Transfer Agreement

cc: D. Requa

RESOLUTION NO. -13

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

**APPROVING THE AGREEMENT PERMITTING RE-ALLOCATION
OF REGIONAL AND LOCAL SEWER CAPACITY RIGHTS WITH
REGENCY VILLAGE AT DUBLIN, LLC**

WHEREAS, on May 4, 2010, the City Council of the City of Dublin adopted Resolution No. 53-10 approving a Letter of Agreement with the Dublin San Ramon Services District (DSRSD) for the administration of unused City of Dublin sewer capacity and the creation of a city-wide Sewer Capacity Assistance Program; and

WHEREAS, the District's Board of Directors adopted Resolution No. 9-10 approving the refunding of unused sewer capacity to the City in accordance with DSRSD Code Section 7.2.12.B, and Resolution No. 14-10 approving and expanding the administrative procedure to reallocate unused sewer capacity to the City as authorized by Resolution No. 9-10 to include residential units in accordance with DSRSD Code Section 7.2.12.B; and

WHEREAS, on May 21, 2013, the City Council of the City of Dublin adopted Resolution No. 67-13 amending the City's Sewer Capacity Assistance Program and Establishing Criteria for Program Implementation; and

WHEREAS, on March 18, 2014, the City Council of the City of Dublin adopted Resolution No. 33-14 amending the City's Sewer Capacity Assistance Program and Establishing Criteria for Program Implementation; and

WHEREAS, the Program authorizes the City of Dublin to enter into agreements with property owners and/or tenants, wherein the City agrees to re-allocate unused City sewer capacity to the property owner and/or tenant; and

WHEREAS, at the June 5, 2012 City Council meeting, the City Council directed Staff to prepare an Agreement Permitting Re-Allocation of Regional and Local Sewer Capacity Rights with Regency Centers, a real estate development company that purchased a 14-acre site from the Alameda County Surplus Property Authority at 5054 Hacienda Drive (APN 986-0033-007-00) for the development of a 152,500 square foot retail shopping center ("Agreement"); and

WHEREAS, through the Program, the City will be able to assist Regency Village at Dublin, LLC with the allocation of 15.02 Dwelling Unit Equivalents (DUEs) (value: approximately \$242,258 in DSRSD fees) of the 43.9 DUEs of excess sewer capacity that the City holds. The 15.02 DUEs is 25% of the 60.08 DUEs estimated by DSRSD and will be distributed as follows:

Tenant	Sq. Ft.	DSRSD DUE Estimate	Sewer Capacity Allocation	Location
Whole Foods	40,000	34.55	8.64	Parcel 2
Nordstrom Rack	35,000	7.95	1.99	Parcel 1
HomeGoods	22,000	5.00	1.25	Parcel 1
Restaurant A*	3,800	0.86	0.22	Parcel 4
Restaurant B*	2,200	0.50	0.12	Parcel 1
Restaurant C*	2,000	0.45	0.11	Parcel 1
Restaurant D*	5,500	1.25	0.31	Parcel 1
Retail A*	5,800	1.31	0.33	Parcel 3
Remaining Retail	30,200	6.85	1.71	Parcels 1, 3, 4 & 5
Remaining Restaurant	6,000	1.36	0.34	Parcels 1 & 3
Total	152,500	60.08	15.02	

**At the time of this contract, the lease was in negotiation so the name of the business could not be shared.*

WHEREAS, but for the existence of this Agreement, Regency would not be able to develop the retail center; and

WHEREAS, the City Council finds that it is in the public interest to enter into this Agreement because the City and its residents will benefit from increased revenue received from both sales tax revenue that it may not otherwise receive, and from the increase in property taxes resulting from an increase in the value of the property attributable to the development of the retail center; and

WHEREAS, the City Council finds that it is in the public interest to enter into this Agreement because the City and its residents will benefit from the aesthetic improvements of the Hacienda Dr. and Dublin Blvd. area; and

WHEREAS, the City Council further finds that it is in the public interest to enter into this Agreement because the City and its residents will also benefit from the creation of new jobs in the City resulting from the development of this retail shopping center.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Dublin approves the Sewer Capacity Agreement, attached hereto as Exhibit A, and titled "Agreement Permitting Re-Allocation of Regional and Local Sewer Capacity between the City of Dublin, Dublin San Ramon Services District and Regency Village at Dublin, LLC."

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Agreement substantially in the form attached hereto and to undertake such further action as may be necessary and desirable to carry out the intent of this Resolution.

[signature page immediately follows]

PASSED, APPROVED AND ADOPTED this 15th day of April, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

2261574.1

RECORDING REQUESTED BY:

City of Dublin

When Recorded Mail To:

City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568

Fee Waived per GC 27383

Space above this line for Recorder's Use

**AGREEMENT PERMITTING RE-ALLOCATION
OF REGIONAL AND LOCAL SEWER CAPACITY**

**AGREEMENT PERMITTING RE-ALLOCATION OF
REGIONAL AND LOCAL SEWER CAPACITY RIGHTS**

This Agreement, made and entered into this _____ day of April, 2014, by and between the DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the Counties of Alameda and Contra Costa, California ("District"), CITY OF DUBLIN, a general law city in the County of Alameda ("City"), and REGENCY VILLAGE AT DUBLIN, LLC, a Delaware Limited Liability Company as both the Project Owner ("Owner") and the Project Applicant ("Applicant").

WITNESSETH:

WHEREAS, on May 4, 2010, the City Council of the City of Dublin adopted Resolution No. 53-10 approving a Letter of Agreement with the District for the administration of unused City of Dublin sewer capacity and the creation of a city-wide Sewer Capacity Assistance Program; and

WHEREAS, the District's Board of Directors adopted Resolution No. 9-10 approving refunding unused sewer capacity to the City in accordance with District Code Section 7.2.12.B, and Resolution No. 14-10 approving and expanding the administrative procedure to reallocate unused sewer capacity to the City as authorized by Resolution No. 9-10 to include residential units in accordance with District Code Section 7.2.12.B; and

WHEREAS, on May 21, 2013, the City Council of the City of Dublin adopted Resolution No. 67-13 amending the City's Sewer Capacity Assistance Program and Establishing Criteria for Program Implementation; and

WHEREAS, on March 18, 2014, the City Council of the City of Dublin adopted Resolution No. 33-14 amending the City's Sewer Capacity Assistance Program and Establishing Criteria for Program Implementation; and

WHEREAS, Applicant has requested and applied for a Certificate of Capacity Rights from the District to receive service from the District's wastewater facilities; and

WHEREAS, City has agreed to allocate City wastewater capacity rights for Applicant's new, expanding, or relocating business (hereinafter, "project" or "Applicant's Project"); and

WHEREAS, Owner acknowledges the benefits of using such an allocation to support Applicant's Project, and believes that those benefits outweigh the risk that such an allocation could subsequently be removed from the Owner's Property if Applicant's Project is unsuccessful; and

WHEREAS, Owner is therefore willing to agree that if Applicant's Project fails, City may recover the full amount of City's wastewater capacity rights that City has allocated to Applicant's project; and

WHEREAS, under the circumstances specified in, and pursuant to the provisions of, Resolution No. 09-10, a portion of City's wastewater capacity rights may be allocated to Applicant's Project pursuant to written agreement in a form approved by the District's Board of Directors; and

WHEREAS, City, Owner and Applicant desire to enter into such agreement in the form hereof as heretofore approved by the District's Board of Directors;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Definitions.** The following words and terms as used herein shall have the meanings respectively ascribed thereto except to the extent that any one or more of said definition(s) may from time to time be amended or revised by the District's Board of Directors through amendment of the District Code affecting (and/or renumbering) the provisions referenced below:

A. **Applicant** – hereinabove described.

B. **Applicant's Project** – Retail Shopping Center located at 5054 Hacienda Drive (APN 986-0033-007-00).

C. **BOD** – defined in the District Code, Section 1.20.080, as follows:

“BOD (biochemical oxygen demand)” means the quantity of dissolved oxygen utilized in the biochemical oxidation of organic matter measured using the standard laboratory method therefor, usually expressed in milligrams per liter (mg/L).

D. **Capacity Rights** – defined in the District Code, Section 1.20.080, with respects to wastewater connection, as follows:

“Capacity rights” means the flow, BOD and suspended solids (SS) capacity purchased by a user upon obtaining a certificate of capacity rights, or, if such data is not available, the average month loadings of a user during some prior calendar year when it can be shown to the satisfaction of the District Engineer that such prior year's average month loadings are more representative of a user's use of the wastewater system.

E. **Certificate of Capacity Rights** – defined in the District Code, Section 1.20.080, as follows:

“Certificate of capacity rights” (formerly known as “connection permit” or “sewer permit”) means a certificate granted by the District to an applicant reserving capacity sufficient to provide potable and/or recycled water service through a specified number of equivalent 5/8-inch water meters to

be provided on the parcel which will be served by the District, or to provide the wastewater capacity in terms of flow and strength allocated to the parcel to be served by the District, or both.

- F. District** – hereinabove defined.
- G. District Code** – the District Code of the Dublin San Ramon Services District, as adopted, and as amended from time to time by the District's Board of Directors.

- H. Local Wastewater Capacity Fee** – defined in the District Code, Section 3.70.010.C.2, as follows:

Local wastewater capacity reserve fees for service from and use of the District's wastewater collection system, based on average daily flow proposed to be discharged to the wastewater system, within the area served by the District or a specified portion thereof, as estimated by the District Engineer.

- I. Non-transferability of certificate of capacity rights** – defined in the District Code, Section 3.60.040, as follows:

Capacity rights, when a certificate therefor is issued, shall attach to and run with the lot or parcel of land for which the certificate was issued; capacity rights for multiple parcels, including landscaped parcels along roadways, under common ownership and served by a single irrigation water meter shall attach to and run with the parcels of land for which the certificate was issued. The certificate of capacity rights is not transferable except with the land to which it is attached.

- J. Owner** - hereinabove defined.

- K. Owner's Property** – Assessor's Parcel No. 986-0033-007-00.

- L. Regional Wastewater Capacity Reserve Fee** – defined in the District Code, Section 3.70.010.C.1, as follows:

Regional wastewater capacity reserve fees for service from and use of the District's regional wastewater treatment plant, as determined by the District Engineer, based on the average daily flow, BOD and SS proposed to be discharged to the wastewater system within the area served by the District or a specified portion thereof as estimated by the District Engineer.

- M. Residential Discharge Equivalency** – as defined herein, as follows:

Residential discharge equivalency means a unit of wastewater discharge equal in volume and strength to the discharge of a typical single-family residential user. This shall be 220 gallons per day of flow, 0.42 lb. per day of BOD, and 0.45 lb. per day of SS.

N. SS – defined in the District Code, Section I.20.080, as follows:

“SS (suspended solids)” means solids, as measured using the standard laboratory method therefor, that are in suspension in wastewater and which are largely removable by laboratory filtration procedures.

Notwithstanding any implication to the contrary, this Agreement shall remain in effect despite the revision or repeal of any of the sections of the District Code, including without limitation those referenced above.

2. **Allocated Wastewater Capacity Rights.** In response to the Applicant’s request City shall, subject to the right to terminate set forth in Paragraph 4, allocate Wastewater Capacity Rights to Owner’s Property in the amount of 3,304.4 gpd (gallons per day) flow, 6.3109 pounds per day BOD and 6.7518 pounds per day SS [or, 15.02 Residential Discharge Equivalencies, as applicable]. Said allocation shall be provided to Applicant as an equivalent portion of credit toward both Regional Wastewater Capacity Reserve Fee and Local Wastewater Capacity Reserve Fee due for Applicant’s Project. Said allocation shall become effective upon Applicant’s payment of the remainder of fees due and District issuance to Applicant a Certificate of Capacity Rights for Applicant’s Project. In recognition of the benefits flowing from the allocation of additional Capacity Rights to Owner’s Property as specified in this Agreement, Owner expressly waives the protections that would otherwise be afforded to Owner by the District Code, including without limitation those sections referenced above, to the extent they are determined by the District to be inconsistent with the provisions of this Agreement.
3. **Term of Agreement; Effect of Termination.** This Agreement shall become effective upon the date first hereinabove written and, unless earlier terminated pursuant to Paragraphs 4 or 6 hereof, shall expire ten (10) years from the date of issuance of a Certificate of Occupancy pertaining to the Applicant’s Project located on Owner’s Property.

In the event of termination by District pursuant to Paragraph 4 or Paragraph 6 of this Agreement, all rights and privileges of Owner and Applicant hereunder shall cease and terminate, and all Wastewater Capacity Rights allocated pursuant to this Agreement shall forthwith revert to City, and become the property of City, and the Certificate of Capacity Rights issued hereunder shall be amended to reflect the re-allocation to City of all Wastewater Capacity Rights allocated pursuant to this Agreement and the commensurate reduction in Wastewater Capacity Rights allocated to Owner’s Property. District or City may, but shall not be required to,

record a Notice of Termination against the Owner's Property upon which the Applicant's Project is or was located.

Notwithstanding the foregoing, the Wastewater Capacity Rights allocated to Owner's Property by virtue of the Wastewater Capacity Reserve Fees paid by Applicant shall remain allocated to Owner's Property and shall run with such land, subject to the provisions of the District Code relating to the reduction, expiration, or termination of Sewer Permits and Capacity Rights.

4. **Allocation Expressly Conditional on Continuing Operations:** During the term of this Agreement, should the City determine that Applicant's Project has ceased operations, all rights and privileges of Owner and Applicant under this Agreement, shall cease and, upon the written request of City, the District may terminate this Agreement upon five (5) days' written notice, whereupon all Wastewater Capacity Rights allocated pursuant to the Certificate of Capacity Rights issued hereunder shall, as specified in Paragraph 3 (Term of Agreement; Effect of Termination), revert to City, and become the property of City. District's right of termination under this Paragraph 4 is in addition to, and separate from, District's right of termination pursuant to Paragraph 6 (Hold Harmless).
5. **Non-Assignability.** Neither this Agreement, nor any interest herein, may be assigned, conveyed, or in any manner transferred by Owner or Applicant to anyone, including any successor to the Owner (of the Owner's Property) or any successor to the owner of Applicant's Project, or to or by one or more tenants thereof, without the prior written consent thereto signed by the City Manager and the District's General Manager, which consent may be conditioned upon the signature of the successor(s) upon a recordable instrument by which the successor(s) assume(s) all of the rights and obligations of its predecessor under this Agreement, which shall, at the election of either the City or the District, be recorded against the Owner's Property upon which the Applicant's Project is or was located. District and City shall not unreasonably withhold its consent to an assignment to the successive owner(s) of Owner's Property or to the successive owner(s) of Applicant's Project.

Notwithstanding the foregoing, no assignment of the Certificate of Capacity Rights issued hereunder, or the Capacity Rights pertaining thereto, shall be made with respect to any other property than Owner's Property hereinabove defined except as specified in Paragraphs 2 or 4 above.

6. **Hold Harmless.** Applicant shall hold harmless, defend, and indemnify District, its Board of Directors, officers, employees, consultants, and agents from and against any and all claims, suits, causes of action, or other proceedings for damages, injuries, losses, costs (including attorneys' fees and costs of suit or other dispute resolution processes), or any other liability arising out of, or in connection with, the performance, or failure to perform, any of the duties and obligations of Applicant hereunder. The duty to defend shall include provision for all costs and

fees, including attorneys' fees, associated with such defense, and the selection of defense counsel for District, its Board, officers, employees, consultants, and agents shall be by District.

The duty of Applicant to indemnify District shall include the duty to defend as set forth in California Civil Code Section 2778; provided that nothing herein contained shall require Applicant to defend against claims for a liability excluded under the provisions of California Civil Code Section 2782.

7. **Successors.** If, and to the extent, approved by the City Manager and the District's General Manager pursuant to Paragraph 5 hereof, entitled **Non-Assignability**, the duties, responsibilities, and rights pertaining and accruing to the parties hereto, shall run with the land, and be binding upon and inure to the benefit of the successors, administrators, assigns, and transferees of the respective parties hereto, subject to the provisions of to the District Code relating to the reduction, expiration, or termination of Certificate of Capacity Rights and Capacity Rights.
8. **Notices.** All notices, necessary or convenient to the performance of the parties hereunder, shall be in writing, and may be given to the parties by personal delivery, or by mail, first class (or equivalent) postage prepaid, addressed in the case of District as follows:

Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568-3018

Attention: General Manager

in the case of City, as follows:

City of Dublin
100 Civic Plaza
Dublin, CA 94568

Attention: City Manager

in the case of Owner, as follows:

Regency Centers
2999 Oak Road, Suite 1000
Walnut Creek, CA 94597
Attention: Pete Knoedler, Senior Vice President

9. **Recordation.** This Agreement shall be submitted by the District to the County Recorder's Office for the county in which the Owner's Property is located, for recordation in the Official Records thereof, to give notice of the Agreement in the

public records. Upon recordation, the terms, conditions and obligations of the Agreement shall run with such land, subject to the provisions of to the District Code relating to the reduction, expiration, or termination of Certificate of Capacity Rights and Capacity Rights.

10. **Paragraph Headings.** Paragraph headings as used herein are for convenience and shall not be deemed to alter or amend the paragraphs headed thereby.
11. **Integration.** This Agreement comprises the entire agreement between the parties with respect to the subject matter thereof, and supersedes and replaces any and all prior understandings, oral or written, between the parties.

[No further text on this page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the date first hereinabove written.

DUBLIN SAN RAMON SERVICES DISTRICT,

a public agency of the State of California

By: _____
Bert Michalczyk, General Manager

ATTEST:

Nancy G. Hatfield, District Secretary

CITY OF DUBLIN

By: _____
Christopher L. Foss, Acting City Manager

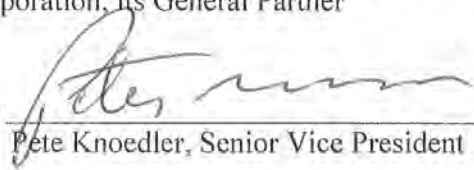
ATTEST:

Caroline Soto, City Clerk

**REGENCY VILLAGE AT DUBLIN, LLC, a
Delaware Limited Liability Company**

By: Regency Centers, L.P., a Delaware Limited Partnership, its sole member

By: Regency Centers Corporation, a Florida Corporation, its General Partner

By:  _____
Pete Knoedler, Senior Vice President

Date

4/2/14
See Attached Acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Contra Costa

On April 2, 2014 before me, D. McCree Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Peter Knöeller

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: [Signature]

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement Permitting Re-Allocation

Document Date: 4/2/2014 Number of Pages: 12

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

Exhibit A
Allocated Wastewater Capacity Rights

The below chart illustrates the designation breakdown of the 15.02 Residential Discharge Equivalencies.

Tenant	Sq. Ft.	Dublin San Ramon Services District DUE Estimate	DUE Amount Regency will Cover	Location
Whole Foods	40,000	34.55	8.64	Parcel 2
Nordstrom Rack	35,000	7.95	1.99	Parcel 1
HomeGoods	22,000	5.00	1.25	Parcel 1
Restaurant A*	3,800	0.86	0.22	Parcel 4
Restaurant B*	2,200	0.50	0.12	Parcel 1
Restaurant C*	2,000	0.45	0.11	Parcel 1
Restaurant D*	5,500	1.25	0.31	Parcel 1
Retail A*	5,800	1.31	0.33	Parcel 3
Remaining Retail	30,200	6.85	1.71	Parcels 1, 3, 4 & 5
Remaining Restaurant	6,000	1.36	0.34	Parcels 1 & 3
Total	152,500	60.08	15.02	

**At the time of this contract, the lease was in negotiation so the name of the business could not be shared.*
2260411.1



STAFF REPORT CITY COUNCIL

CITY CLERK
File #920-30

DATE: April 15, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Christopher L. Foss, Acting City Manager

SUBJECT: Dublin Crossing Community Park Master Plan Task Force
Prepared by Rosemary Alex, Parks and Facilities Development Coordinator

EXECUTIVE SUMMARY:

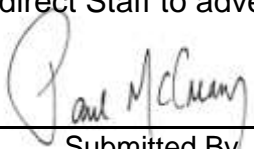
The City Council is being asked to consider the establishment of a task force for the proposed Dublin Crossing Community Park Master Plan.

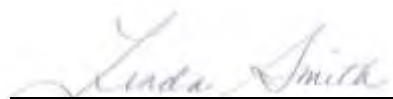
FINANCIAL IMPACT:

None

RECOMMENDATION:

Staff recommends the City Council, by motion, approve the formation and composition of the Task Force and direct Staff to advertise the openings.


Submitted By
Parks and Community Services Director


Reviewed By
Acting Assistant City Manager

DESCRIPTION:

The 30-acre Dublin Crossing Community Park will be centrally located in Dublin at the intersection of Dublin Boulevard and the future Scarlett Drive extension on a portion of the current Camp Parks property (see Land Use Plan - Attachment 1). The park will be developed over three phases with 10 acres developed in each phase.

The master planning process is scheduled to be completed in Fiscal Year 2014-2015. In order to assist with the development of the Dublin Crossing Community Park Master Plan, Staff is proposing the formation of the Dublin Crossing Community Park Task Force. Historically, the City has formed task forces to develop the master plans for future community parks. The purpose of this Task Force is to provide input and direction on the development of a comprehensive Dublin Crossing Community Park Master Plan. The Task Force will be charged with the following tasks:

- ✓ Identify the recreational needs of the residents who reside in the immediate vicinity of the park.
- ✓ Identify the recreational needs of the overall Dublin community who will be served by the park.
- ✓ Identify the recreational facilities, both passive and active, that should be included in the park.
- ✓ Identify the park and recreational amenities that should be included in each phase.
- ✓ Ensure that the park is designed in accordance with the standards contained in the Park and Recreation Master Plan.

Staff recommends that the Dublin Crossing Community Park Task Force be open to all members of the community. In an effort to seek balanced representation from all facets of the community, Staff would recommend that the Task Force be comprised of the following representatives:

<u>Designation</u>	<u>Representation</u>
Community Members at Large	15
<u>Commissions/Committees</u>	
Parks and Community Services Commission	1
Heritage and Cultural Arts Commission	1
Senior Center Advisory Committee	1
Youth Advisory Committee	1
<u>Agency Partners</u>	
SunCal Development	1
Alameda County Surplus Property Authority	1
Camp Parks Garrison Command	1
<u>Non-Profit Organizations</u>	
Valley Children's Museum	1
Youth Sports Organizations	2
Adult Sports Organization	1

Staff would recommend that all interested individuals apply for the Task Force using the application as shown in Attachment 2.

In order to ensure participation from the Community Members at Large, Staff will create an online application on the City's website and send out a newsflash and an email blast to recreation program participants that are Dublin residents. A hard copy application will also be available at the Dublin Civic Center. In addition, Staff will send notices of the Task Force openings to the following: 1) Dublin Chamber of Commerce; 2) Adjacent property owners 3) Service Clubs; and 4) Inside Dublin Alumni.

In regards to the inclusion of the recommended Commissioners and Committee Members to serve on the Task Force, the bylaws and rules of procedure for the Commissions and Committees provide that the Chairperson may appoint representatives to task forces as appropriate.

Finally, Staff will contact the Agency Partners and Non-Profits directly to determine interest in participating in the Task Force and have them complete an application.

Timeframe










City Council Approval of Task Force Formation	April 15, 2014
Application Deadline	May 14, 2014
City Council Appointments to Task Force	June 2, 2014
Task Force Convenes	July 2014
Task Force Completion	June 2015

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

None.

- ATTACHMENTS:**
1. Land Use Plan
 2. Dublin Crossing Park Task Force Application

Legend

- | | |
|---|---|
|  DC Medium Density Residential |  Mixed Use |
|  DC Medium-High Residential |  School |
|  General Commercial/DC Medium-High Density Residential |  Park |
|  General Commercial/DC High Density Residential |  Open Space |
| |  Project Area Boundary |





Dublin Crossing Community Park Task Force Application

Thank you for expressing an interest in serving on the Dublin Crossing Community Park Task Force. The purpose of the Task Force is to provide input and direction on the creation of a Master Plan for the 30-acre Dublin Crossing Community Park located at the intersection of Dublin Boulevard and Scarlett Drive. The Task Force will be charged with the following tasks:

- Identify the recreational needs of the residents who reside in the immediate vicinity of the park.
- Identify the recreational needs of the overall Dublin community who will be served by the park.
- Identify the recreational facilities both passive and active that should be included in the park.
- Identify the logical phases for development of the park and determine the park and recreational amenities that should be included in each phase.
- Ensure that the park is designed in accordance with the standards contained in the Park and Recreation Master Plan.

The length of the master planning process is expected to last twelve months beginning in July 2014.

1. Please explain why you are interested in serving on the Dublin Crossing Park Task Force:

2. Please provide information about your prior public service or civic activity:

3. Are you able to attend meetings during business hours? _____ Yes _____ No

4. Are you a resident of Dublin? _____ Yes _____ No

5. Please list any Dublin-based organizations to which you belong:

Name	_____
Address	_____
Phone (Daytime)	_____ Phone (Evening) _____
Email Address	_____

Please return by Wednesday, May 14, 2014 5:00pm to (no applications will be accepted after the deadline):

Dublin Civic Center

ATTN: Caroline Soto, City Clerk/Records Manager

100 Civic Plaza

Dublin, CA 94568




STAFF REPORT CITY COUNCIL

CITY CLERK
File #800-10

DATE: April 15, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Christopher L. Foss, Acting City Manager 

SUBJECT: Consideration of Electric Vehicle Charging Station Fee for Usage
Prepared by Kathy Southern, Environmental Technician

EXECUTIVE SUMMARY:

The City Council will receive a report on the usage of the Dublin EV Stations and will consider amending the Master Fee Schedule to include a charging fee in order to reduce wait times and increase the use of the charging stations.

FINANCIAL IMPACT:

Establishing a fee for use of the City's electric vehicle charging stations will generate revenue to partially offset the cost of electricity and annual maintenance.

RECOMMENDATION:

Staff recommends that the City Council adopt a **Resolution** amending the City of Dublin Master Fee Schedule by adding a fee for electric vehicles using City charging stations.



Submitted By
Assistant to the City Manager



Reviewed By
Acting Assistant City Manager

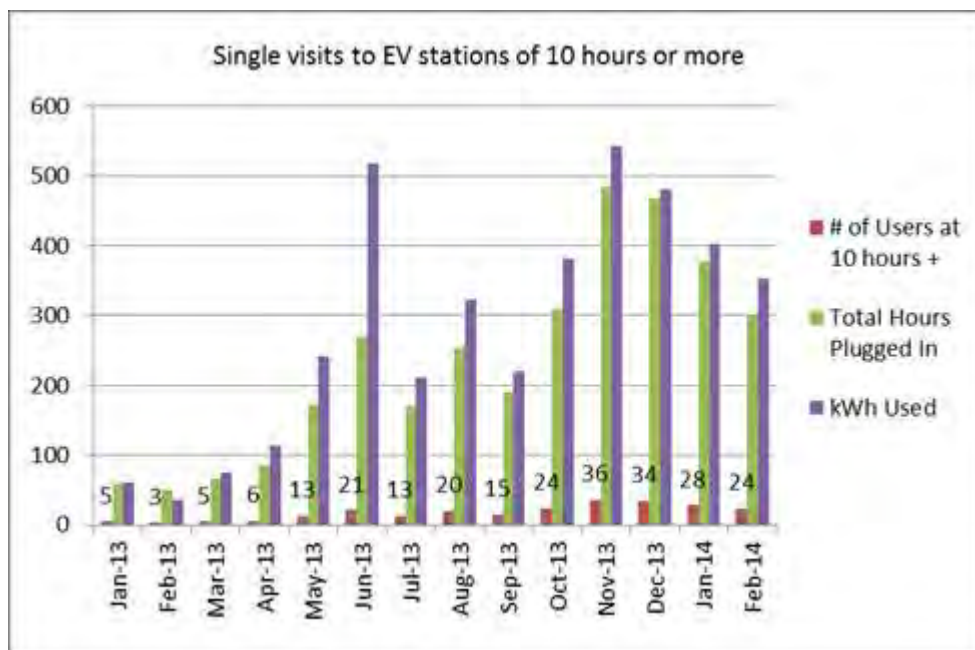
DESCRIPTION:

The City had three Electric Vehicle (EV) charging stations installed through a combined Federal and State Grant program in early 2012. The stations have been popular and are in full use most of the time. The grant included all the installation costs and maintenance through December 2013. The only cost to the City up until 2014 was the energy cost for the use of the stations.

Station Usage

EV station usage has climbed significantly since the stations were installed. For the first eight months of operation in 2012, there were a total of 1,100 users and the City paid approximately \$940 in energy costs that year. Since that time, the monthly number of users has climbed from approximately 150 in 2012, to close to 300 for most of 2013. Over the past six months, station usage has been averaging more than 350 users per month. In 2013, the total number of users was approximately 3,400, and the energy cost was approximately \$3,800 for the year. Hours plugged in by month went from 160 in January 2013, to over 1,100 hours a month for the past four months. In short, station usage continues to gain in popularity.

Starting in mid-2012, Staff began to notice that some users were parking in the EV spots for long periods of time (see below table), sometimes all day, and often even all night. The City has received complaints from users that couldn't access any of the stations. Often, these complaints coincide with a user that has been parked at one or more of the stations for an excessive period of time. In 2013, in an attempt to curb such behaviors, polite signs were posted on the stations asking users to limit their hours to four or less. Most users graciously comply with the request and are courteous EV station users, but there are still several users who are continuing their excessive usage. In fact, there are a few users that regularly park for 12 or more hours at a time and often overnight, blocking other users from using the station in the morning. Industry standards note that most EV users can get a full charge in four hours or less. Finally, Staff believes that greater equity in station usage would result by including a fee to charge a vehicle beyond a certain number of hours.



Station Costs

As part of the grant to install the EV stations, maintenance fees were paid for through December 2013. For 2014, the City paid an annual service agreement fee for all three stations at \$630. Staff anticipates that the annual fee will remain the same for the foreseeable future. In addition, the City is paying approximately \$430 a month for the energy cost of the stations for a total estimated annual cost of about \$5,800.

Staff has researched other local agencies on their fee structure and usage and believes that a per-hour fee for every hour used will significantly reduce the number of users. For example, the City of Pleasanton installed their EV stations around the same time as Dublin. Within a few months of starting, partly because of excessive users and partly to recover their costs, they started charging a fee of \$1 per hour to users. Their station usage dropped dramatically and is still less than Dublin's monthly user levels of a couple of years ago. Other cities that charge a fee also have significantly less users and hours charged on their stations. The agencies that don't charge a fee to the general public have much higher use overall.

Staff has investigated the various options that the City could undertake to alleviate the problem of long-term parking, and at the same time, continue to promote the usage and purchase of electric vehicles. Staff believes the best option is to offer users a set number of hours for free, consistent with current practice, then charge an hourly rate that will encourage users to move on once they are fully charged. The City's fees would still be competitive with that of other jurisdictions within the area as shown in the below table.

Agency	Livermore	San Ramon	Pleasanton	Danville	Walnut Creek	Berkeley	Alameda County	Dublin
Total Stations	1	1	5	1	3	2	40	3
Users Allowed	Staff Only	Public	Public	Staff Only	Public	Public	Public	Public
Hourly Fee	n/a	\$2	\$1	n/a	Parking garage fee only - \$0.50 per hour	Parking garage fee only-\$1.00 for 1st hour, \$15 max per day	Free through 2014	Free

Staff would like to continue to encourage EV users to frequent the stations at the Civic Center. Free use of the stations, even if for a limited time, will keep users plugging in. Therefore, Staff would like to recommend a fee structure that allows a free period of two hours, and then an hourly fee of \$2.00 after the two free hours to encourage charged vehicles to move out of the spot. For those needing a full charge, which would take about 4 hours, the cost would breakdown to \$1 an hour (2 free hours and 2 hours at \$2 each). The majority of EV users would still be free as the average user visits the Library and Civic Center for less than two hours at a time.

Potential revenues from the fee structure are difficult to calculate, as most users will leave much quicker once they have to start paying for it. Staff feels that it can conservatively expect revenues of \$4,000 per year; which will recover some but not all of the costs of the EV charging stations. Revenues will likely decline over time as users adjust to the fee to avoid charging for more than two hours.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

Staff will place signage in front of the stations 30 days before the change, along with posting it on the City website and notices at the Dublin Library.

ATTACHMENTS:

1. Resolution Amending the City of Dublin Master Fee Schedule by Adding a Fee for Electric Vehicles Using City Charging Stations.

RESOLUTION NO. XX - 14

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

* * * * *

**AMENDING THE CITY OF DUBLIN MASTER FEE SCHEDULE BY ADDING A
FEE FOR ELECTRIC VEHICLES USING CITY CHARGING STATIONS**

WHEREAS, the City maintains a Master Fee Schedule setting forth fees and charges for various services; and

WHEREAS, the City has installed electric vehicle charging stations at the Dublin Library that are available for use by the general public and may install additional stations at various locations throughout the City if and when appropriate; and

WHEREAS, it is appropriate to amend the Master Fee Schedule to include fees for use of the City's electric vehicle charging stations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby amends the City of Dublin Master Fee Schedule Section 1.0 (General & Administrative) to add a new line number 130 for a City Electric Vehicle Charging Station Usage Fee to read as follows:

130	City Electric Vehicle Charging Station Usage	Hourly fee to encourage users to charge and leave the station when done charging, This fee will discourage long-time user parking at the stations so other users can plug in.	--	--	The first two hours of usage of a City electric vehicle charging station is free, then \$2.00 per hour of usage thereafter.
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PASSED, APPROVED AND ADOPTED this 15th day of April, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

ATTACHMENT 1